

Attachment 3

Network Interconnection

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NETWORK INTERCONNECTION

1. GENERAL

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-Bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

- 2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.
- 2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.
- 2.3 **BellSouth Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Momentum.
- 2.4 **911 Service** is as described in this Attachment.
- 2.5 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).
- 2.6 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.8 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).
- 2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

- 2.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.12 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.
- 2.13 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.
- 2.14 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Momentum.
- 2.15 **IntraLATA Toll Traffic** is as defined in Section 7 of this Attachment.
- 2.16 **ISP-Bound Traffic** is as defined in this Attachment.
- 2.17 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.18 **Local Traffic** is as defined in of this Attachment.
- 2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.
- 2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.
- 2.21 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.22 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.
- 2.23 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.24 **Transit Traffic** is traffic originating on Momentum's network that is switched and/or transported by BellSouth and delivered to a third party's network, or

traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Momentum's network.

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where Momentum owns, leases from a third party or otherwise provides its own switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.
- 3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Absent mutual agreement, in order to establish additional interconnections points within a LATA either:
- 1) Momentum at its sole option will establish a physical IP at each access or local tandem in the LATA in which Momentum originates, terminates or exchanges Local Traffic or ISP-bound Traffic, and each end office where Momentum maintains a physical collocation arrangement (but only for those trunk groups associated with that en office), or
 - 2) The parties will establish an additional IP(s) where the traffic at the proposed additional Interconnection Point(s) in a particular LATA has exceeded 8.9 million minutes of Local Traffic, and/or ISP-bound Traffic per month for three consecutive months. Additionally, any end office to be designated as an

Interconnection Point must be more than twenty (20) miles from an existing Interconnection Point. Additionally, BellSouth will not designate an IP in a BellSouth Central Office where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available, and BellSouth will not designate more than one Interconnection Point per Local Calling area, in a particular LATA, unless such local calling area exceeds sixty (60) miles in one direction, in which case additional Interconnection Points may only be established in that local calling area pursuant to the other criteria set forth in this section. Upon written notification from the Party requesting the establishment of an additional Interconnection Point, the receiving Party has 45 calendar days to analyze, respond to, and negotiate in good faith the establishment of a location of such Interconnection Point. Should the Parties disagree that the traffic volumes justify an additional Interconnection Point, the Parties shall follow the Dispute Resolution process under this Agreement to determine whether and how the additional Interconnection Point should be established.

3.3 Interconnection via Dedicated Facilities

3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.2 Dedicated Interoffice Facilities. As part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.

3.4 Fiber Meet.

3.4.1 Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Momentum elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Momentum and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall

work jointly to determine the specific transmission system. However, Momentum's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Momentum Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.4 Upon verbal request by Momentum, BellSouth shall allow Momentum access to the fusion splice point for the Fiber Meet point for maintenance purposes on Momentum's side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in the Attachment. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

- 4.1 BellSouth and Momentum shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.
- 4.2 Momentum shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Momentum's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Momentum desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Momentum has established interconnection trunk groups, Momentum shall order Multiple Tandem Access, as described in this Attachment.

- 4.2.1 Notwithstanding the forgoing, Momentum shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Momentum has homed (i.e. assigned) its NPA/NXXs. Momentum shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Momentum shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Momentum's NXX access tandem homing arrangement as specified by Momentum in the LERG.
- 4.4 Momentum interconnection requests that deviates from the interconnection trunk group architectures as described in this Agreement, or Momentum requires special BellSouth switch translations and other network modifications will require Momentum to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11 of this Agreement.
- 4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between BellSouth and Momentum are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at fifty percent (50%) of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Momentum shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where Momentum is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Momentum's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more

than 192 trunks on a single or multiple group(s) in a given BellSouth local calling area.

- 4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic. Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. Momentum shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts at mutually agreeable intervals, pursuant to Section 6.2 of this Attachment. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing, pursuant to the terms of this Attachment, additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party.
- 4.10.1 BellSouth Access Tandem Interconnection. BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures
- 4.10.1.1 Basic Architecture. In the basic architecture, Momentum's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Momentum and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Momentum and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Momentum desires to exchange traffic. This trunk group also carries Momentum originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Momentum. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.
- 4.10.1.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Momentum-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second

one-way trunk group carries BellSouth-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for Momentum End-Users. A two-way trunk group provides Intratandem Access for Momentum's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Momentum and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Momentum exchanges traffic. This trunk group also carries Momentum originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Momentum. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

- 4.10.1.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between Momentum and BellSouth. In addition, a separate two-way transit trunk group must be established for Momentum's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Momentum and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Momentum exchanges traffic. This trunk group also carries Momentum originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Momentum. However, where Momentum is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

- 4.10.1.4 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and Momentum's Transit Traffic are exchanged on a single two-way trunk group between Momentum and BellSouth to provide Intratandem Access to Momentum. This trunk group carries Transit Traffic between Momentum and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Momentum

desires to exchange traffic. This trunk group also carries Momentum originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Momentum. However, where Momentum is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

- 4.10.1.5 Multiple Tandem Access Interconnection. Where Momentum does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Momentum must utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA Momentum must establish an interconnection trunk group(s) at a minimum of one BellSouth access tandem within each LATA as required. BellSouth will route Momentum's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Momentum must also establish an interconnection trunk group(s) at all BellSouth access tandems where Momentum NXXs are homed as described in Section 0 above. If Momentum does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Momentum can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Momentum's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where Momentum does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.
- 4.10.1.5.1 Momentum may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an IXC. Switched access traffic originated by or terminated to Momentum will be delivered to and from IXCs based on Momentum's NXX access tandem homing arrangement as specified by Momentum in the LERG.
- 4.10.1.5.2 Momentum shall compensate BellSouth for MTA used to switch and transport Momentum 's originating traffic at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment. These charges shall be billed in addition to any Call Transport and Termination charges. BellSouth shall not charge for MTA used to switch and transport BellSouth's originating traffic.

- 4.10.1.5.3 To the extent Momentum does not purchase MTA in a LATA served by multiple access tandems, Momentum must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Momentum routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Momentum shall pay BellSouth the associated MTA charges, but only with respect to Momentum originated traffic.
- 4.10.2 Local Tandem Interconnection. Local Tandem Interconnection arrangement allows Momentum to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Momentum-originated Local Traffic and ISP-Bound Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 4.10.2.1 When a specified local calling area is served by more than one BellSouth local tandem, Momentum must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Momentum may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Momentum may deliver Local Traffic and ISP-Bound Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Momentum does not choose to establish an interconnection trunk group(s). It is Momentum's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Momentum's codes. Likewise, Momentum shall obtain its routing information from the LERG.
- 4.10.2.2 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Momentum must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Momentum has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).
- 4.10.2.3 BellSouth's provisioning of Local Tandem Interconnection assumes that Momentum has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.3 Direct End Office-to-End Office Interconnection. Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

~~3.3.1.1.14~~ 4.10.3.1 The Parties shall utilize direct end office-to-end office trunk groups, ~~under any one (1) of pursuant to Section 3.2 of this Attachment, under any one of~~ the following conditions:

~~3.3.1.1.24~~ 4.10.3.1.1 Tandem Exhaust.— If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Momentum and BellSouth.

~~3.3.1.1.34~~ 4.10.3.1.2 Traffic Volume.—To the extent either Party has the capability to measure the amount of traffic between Momentum's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.3.1.3 Mutual Agreement.— The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.4 Transit Traffic Trunk Group. Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Momentum to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems. Momentum shall be responsible for all recurring and non-recurring charges associated with Transit Traffic trunks and facilities.

4.10.4.1 Toll Free Traffic. If Momentum chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Momentum originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.4.1.1 Either Party may choose to perform its own Toll Free database queries from its switch. In such cases, the originating party will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a local or intraLATA Toll Free call between the parties, the originating party will route the post-query local

or IntraLATA converted ten-digit local number to the other Party over the local or intraLATA trunk group. If the call is a local or intraLATA Toll Free call destined for a third party (ICO, IXC, CMRS or other CLEC), the originating party will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and Momentum shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Momentum will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Momentum's network but that are connected to BellSouth's access tandem.

- 4.10.4.1.2 All post-query Toll Free calls for which Momentum performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. GR-NWT-00499. Where Momentum chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Momentum switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.
- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary of affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network

management controls (e.g., call gapping) to alleviate or prevent network congestion.

6. FORECASTING FOR TRUNK PROVISIONING

- 6.1 Within six (6) months after execution of this Agreement, Momentum shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Momentum's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.
- 6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Momentum-to-BellSouth one-way trunks (Momentum Trunks), BellSouth-to-Momentum one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop BellSouth Trunk Groups and/or two-way interconnection trunk forecast quantities.
- 6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Momentum location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 6.2 Once initial interconnection trunk forecasts have been developed, Momentum shall continue to provide interconnection trunk forecasts at mutually agreeable intervals. Momentum shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1.
- 6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

- 6.4 Trunk Utilization. For the BellSouth Trunk Groups that are Final Trunk Groups (BellSouth Final Trunk Groups), BellSouth and Momentum shall monitor traffic on each BellSouth Final Trunk Group that is ordered and installed. The Parties agree that the BellSouth Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the BellSouth Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any BellSouth Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as “Under-utilized” trunks. Pursuant to the process as set forth in Section 6.4.1 following, BellSouth may disconnect any Under-utilized BellSouth Final Trunk Groups and Momentum shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 6.4.1 BellSouth’s CISC will notify Momentum of any under-utilized BellSouth Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Momentum interface. Momentum will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Momentum expects to need such trunks. BellSouth’s CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with Momentum to determine if agreement can be reached on the number of BellSouth Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Momentum. The due date of these orders will be four weeks after Momentum was first notified in writing of the underutilization of the trunk groups.
- 6.4.2 To the extent that any final interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, unless otherwise mutually agreed, the Parties shall augment the trunk groups as soon as commercially reasonable in order to bring the utilization to eighty percent (80%).
- 6.4.3 For the two-way trunk groups, BellSouth and Momentum shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as “Under-utilized” trunks. Pursuant to the process set forth in Section 6.4.3.1 following, BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and

Momentum shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

- 6.4.4 BellSouth's CISC will notify Momentum of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Momentum interface. Momentum will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Momentum expects to need such trunks. BellSouth's CISC Project Manager and CCM will discuss the information with Momentum to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Momentum. The due date of these orders will be four weeks after Momentum was first notified in writing of the underutilization of the trunk groups.
- 6.4.5 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7. LOCAL DIALING PARITY

- 7.1 BellSouth and Momentum shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

8. INTERCONNECTION COMPENSATION

- 8.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic
- 8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.
- 8.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

- 8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-bound Traffic exchanged between the Parties, ISP Bound Traffic is defined as calls to an information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one (1) exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's GSST. ISP Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.
- 8.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order of Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and Momentum agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Momentum that exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Momentum further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Momentum that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
- 8.1.4 The Parties shall compensate each other for the Call Transport and Termination of Local Traffic and ISP_bound Traffic at the rate of \$.0007 per minute of use. For ISP-bound Traffic exchanged from the Effective Date of this Agreement until the expiration date of this Agreement, the Parties agree to apply the growth caps set forth in the FCC's ISP Order on Remand or as otherwise mutually agreed.
- 8.1.5 Any ISP-bound Traffic that exceed the minute of use caps described above shall be exchanged on a bill and keep basis, and not compensation shall be paid to the terminating Party therefore for minutes of use.
- 8.1.6 The appropriate element al rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections below and to Multiple Tandem Access as described in Sections above.
- 8.1.7 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.
- 8.1.7.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Access Services Tariffs as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's End User's

presubscribed interexchange carrier or if one Party's End User uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.

- 8.1.7.2 For the states of Florida, Georgia, North Carolina, South Carolina, and Tennessee, if Momentum assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Momentum End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Momentum customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Momentum agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Momentum at BellSouth's switched access tariff rates. If Momentum does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Momentum NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Momentum can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.
- 8.1.7.3 For the state of Alabama, if Momentum assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Momentum End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Momentum customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Momentum agrees to identify such interLATA traffic to BellSouth. Compensation for identified traffic shall be subject to "bill and keep". If Momentum does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Momentum NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Momentum can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.
- 8.1.7.4 For Louisiana, Mississippi, and Kentucky, if Momentum assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Momentum End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Momentum customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Momentum agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for

originating and transporting such interLATA traffic to Momentum at BellSouth's switched access tariff rates. If Momentum does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Momentum NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Momentum can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.

8.2 Jurisdictional Reporting

- 8.2.1 Percent Local Use. Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-Bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time, as posted on BellSouth's website.
- 8.2.2 Percent Local Facility. Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time, as posted on BellSouth's website.
- 8.2.3 Percent Interstate Usage. Each Party shall report to the other the projected Percent Interstate Usage (PIU) factors. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Momentum. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in BellSouth's Jurisdictional

Factors Reporting Guide as it is amended from time to time, as posted on BellSouth's website.

- 8.2.4 Notwithstanding the provisions in Section 8.3.1, 8.3.2, and 8.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 8.3.5 below.
- 8.2.5 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Momentum shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 8.3 Compensation for IntraLATA 8XX Traffic. BellSouth will charge the appropriate switched access charges as set forth in the BellSouth intrastate Access Services Tariff to the IXC that is responsible for terminating the 8XX to the appropriate Wide Area Telecommunications Services (WATS) or Plain Old Telephone Service (POTS) number. Momentum will pay BellSouth the database query charge as set forth in the BellSouth Intrastate Access Services Tariff. Momentum will be responsible for any applicable Common Channel Signaling (SS7).
- 8.3.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
- 8.3.2 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Momentum requires interconnection from Momentum to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant

to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Momentum shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Momentum desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

8.4 Mutual Provision of Switched Access Service

8.4.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors or similar Switched Exchange Access Service. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end to end point of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

8.4.2 The Parties agree that phone-to-phone calls that utilize Voice-Over_ Internet Protocol (VOIP) and which calls originate and terminate on the circuit switched telephone network, i.e, originate and terminate in time division multiplexing format (TDM) in different local calling areas, but which is transported using Internet protocol between those points, constitutes telecommunications traffic and is Switched Access Traffic and properly subject to the effective intrastate and interstate switched access tariffs of the originating and terminating carriers.

8.4.2.1 The Parties have been unable to agree as to whether computer-to-phone and phone-to-computer -VOIP transmissions which cross different local calling area boundaries or LATAs constitute Switched Access Traffic ("Disputed VoIP"). Notwithstanding the foregoing, without waiving any rights with respect to either Party's position as to the jurisdictional nature of Disputed VoIP, and without waiving any rights of the Parties to request an amendment to this Agreement pursuant to the provisions set forth in Section XX of the General Terms and Conditions of this Agreement, the Parties agree to continue to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any, pursuant to this Agreement.

8.4.3 If a BellSouth End User chooses Momentum as their presubscribed interexchange carrier, or if a BellSouth End User uses Momentum as an interexchange carrier on a 101XXXX basis, BellSouth will charge Momentum the appropriate BellSouth tariff charges for originating switched access services.

- 8.4.4 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in the appropriate FCC or Commission filed and effective Access Services Tariff.
- 8.4.5 When Momentum's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Momentum as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 8.4.5.1 When Momentum's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Momentum, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 8.4.6 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 8.4.7 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 8.4.8 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 8.4.9 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

8.5 Transit Traffic. BellSouth shall provide tandem switching and transport services for Momentum's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Momentum and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Momentum and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.

8.5.1 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Momentum is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Momentum. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Momentum shall reimburse BellSouth for such charges or costs paid by BellSouth, provided that BellSouth supplies supporting documentation, upon request. Additionally, the Parties agree that any billing to a third party or other Telecommunications carrier under this section shall be pursuant to MECAB procedures.

9. FRAME RELAY SERVICE INTERCONNECTION

9.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Momentum's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which Momentum is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Momentum and BellSouth Frame Relay Switches in the same LATA.

9.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection (IP(s)) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in BellSouth's FCC/GSST tariffs (Frame Relay Service's Serving Area Point (SAP) located at the web site address:

http://www.interconnection.bellsouth.com/products/frame_relay.html) except as set forth in this Attachment.

- 9.3 Upon the request of either Party, such interconnection will be established where BellSouth and Momentum have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 9.4 The Parties agree to provision local (intraLATA) Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 9.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 9.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (Local VC).
- 9.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (InterLATA VC).
- 9.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Momentum may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Momentum that it has found that this method does not adequately represent the PLCU.
- 9.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 9.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Momentum will pay, the total nonrecurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Momentum will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Momentum's PLCU.

- 9.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Momentum will pay, the total nonrecurring and recurring charges for the NNI port. Momentum will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed nonrecurring and recurring charges for the NNI port by Momentum's PLCU.
- 9.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 9.8 For the PVC segment between the Momentum and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 9.9 Compensation for PVC rate elements will be calculated as follows:
- 9.9.1 If Momentum orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Momentum Frame Relay switch, BellSouth will invoice, and Momentum will pay, the total nonrecurring and recurring PVC charges for the PVC segment between the BellSouth and Momentum Frame Relay switches. If the VC is a Local VC, Momentum will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Momentum for the PVC segment.
- 9.9.2 If BellSouth orders a Local VC connection between a Momentum subscriber's PVC segment and a PVC segment from the Momentum Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Momentum will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Momentum Frame Relay switches. If the VC is a Local VC, Momentum will then invoice and BellSouth will pay the total nonrecurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Momentum for the PVC segment.
- 9.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 9.9.4 If Momentum requests a change, BellSouth will invoice and Momentum will pay a Feature Change charge for each affected PVC segment.

- 9.9.4.1 If BellSouth requests a change to a Local VC, Momentum will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 9.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 9.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 9.10 Momentum will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 9.5.3 above.
- 9.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

10. ORDERING CHARGES

- 10.1 The facilities purchased pursuant to this Attachment shall be ordered via the Access Service Request (ASR) process.
- 10.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

11. BASIC 911 AND E911 INTERCONNECTION

- 11.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 11.2 Basic 911 Interconnection. BellSouth will provide to Momentum a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Momentum will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Momentum will be required to route that call to the appropriate Public Safety Answering Point (PSAP). When a municipality converts to E911 service, Momentum will be required to begin using E911 procedures.

- 11.3 E911 Interconnection. Momentum shall install a minimum of two dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, Momentum shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the BellSouth Interconnection website. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. Momentum will be required to provide BellSouth daily updates to the E911 database. Momentum will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Momentum will be required to route the call to a designated 7-digit or 10-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Momentum shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.
- 11.4 Trunks and facilities for 911 Interconnection may be ordered by Momentum from BellSouth pursuant to the terms and conditions set forth in this Attachment at the rates set forth in Exhibit A hereto.
- 11.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the BellSouth Interconnection Services Web site.

12. SS7 NETWORK INTERCONNECTION

- 12.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including, but not limited to automatic number identification (ANI), originating line information (OLI) call company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.
- 12.2 Signaling Call Information. BellSouth and Momentum will send and receive 10 digits for Local Traffic and ISP-bound Traffic. Additionally, BellSouth and

Momentum will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

- 12.3 SS7 Network Interconnection is the interconnection of Momentum local signaling transfer point switches or Momentum local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Momentum local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 12.3.1 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Momentum or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 12.3.2 If traffic is routed based on dialed or translated digits between a Momentum local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Momentum local signaling transfer point switches and BellSouth or other third-party local switch.
- 12.3.3 SS7 Network Interconnection shall provide:
- 12.3.4 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 12.3.5 Signaling Link functions, as specified in ANSI T1.111.3; and
- 12.3.6 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 12.3.7 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Momentum local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Momentum

local STPs and shall not include SCCP Subsystem Management of the destination.

- 12.3.8 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
- 12.3.9 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 12.3.10 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 12.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect Momentum or Momentum-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
- 12.4.1 A-link interface from Momentum local or tandem switching systems; and
- 12.4.2 B-link interface from Momentum STPs.
- 12.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 12.4.4 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 12.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 12.4.6 BellSouth shall set message screening parameters to accept messages from Momentum local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Momentum switching system has a valid signaling relationship.
- 12.4.7 Rates. The Parties shall institute a “bill and keep” compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges as set forth in Exhibit A for CCS7 signaling messages associated with Local Traffic. The portion of CCS7 signaling messages utilized for Local Traffic, which are subject to bill and keep in accordance with this section, shall be determined based

upon the application of the applicable signaling factors set forth in BellSouth's Jurisdictional Factors Reporting Guide. The remaining portion of the CCS7 signaling messages, signaling ports, and signaling links, i.e. the portion associated with interstate calls and with intrastate non-local calls, shall be billed in accordance with the applicable BellSouth intrastate Access Services Tariff and BellSouth's FCC No. 1 Tariff for switched access services.

Exhibit B

Basic Architecture

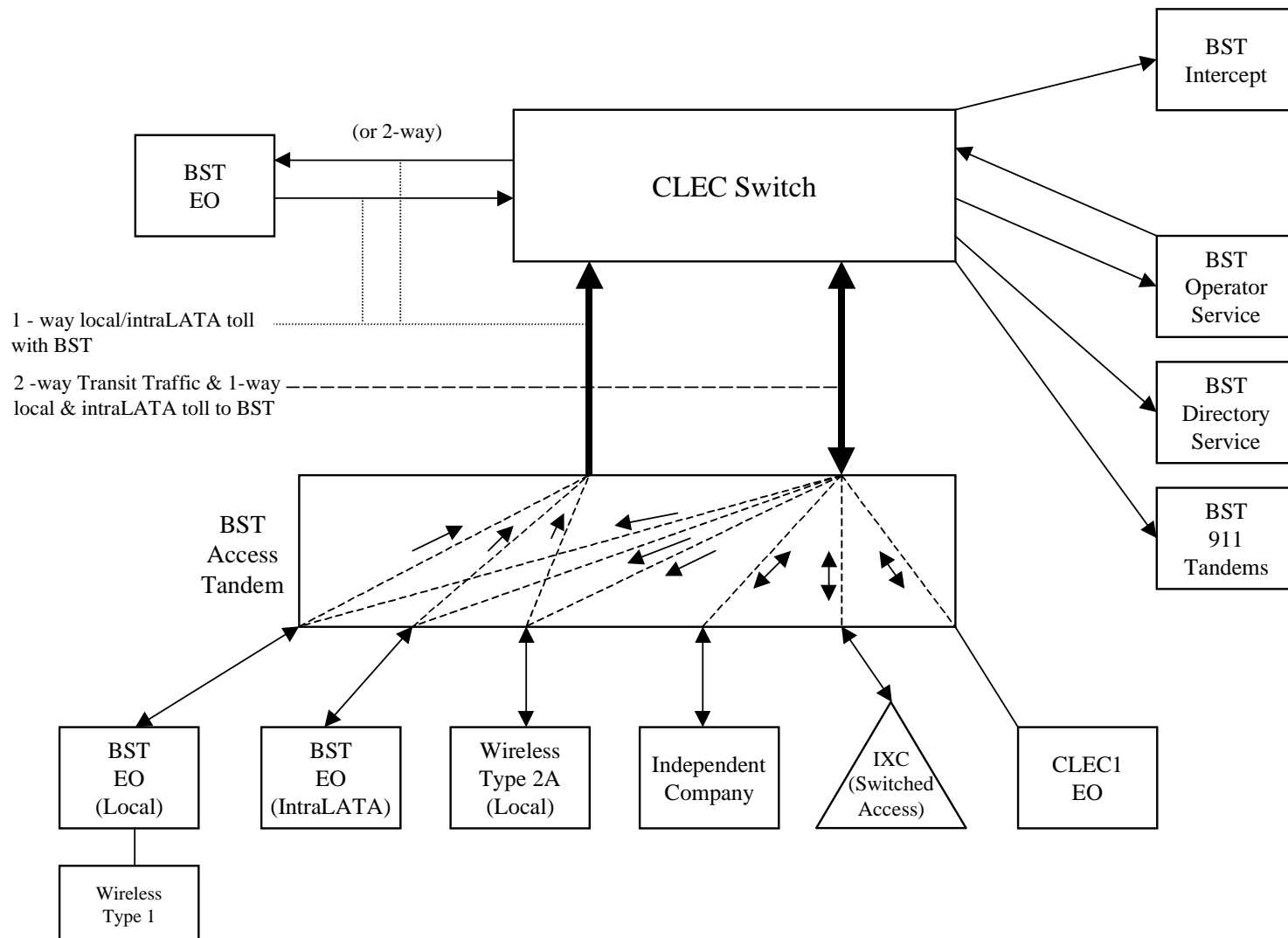


Exhibit C

One-Way Architecture

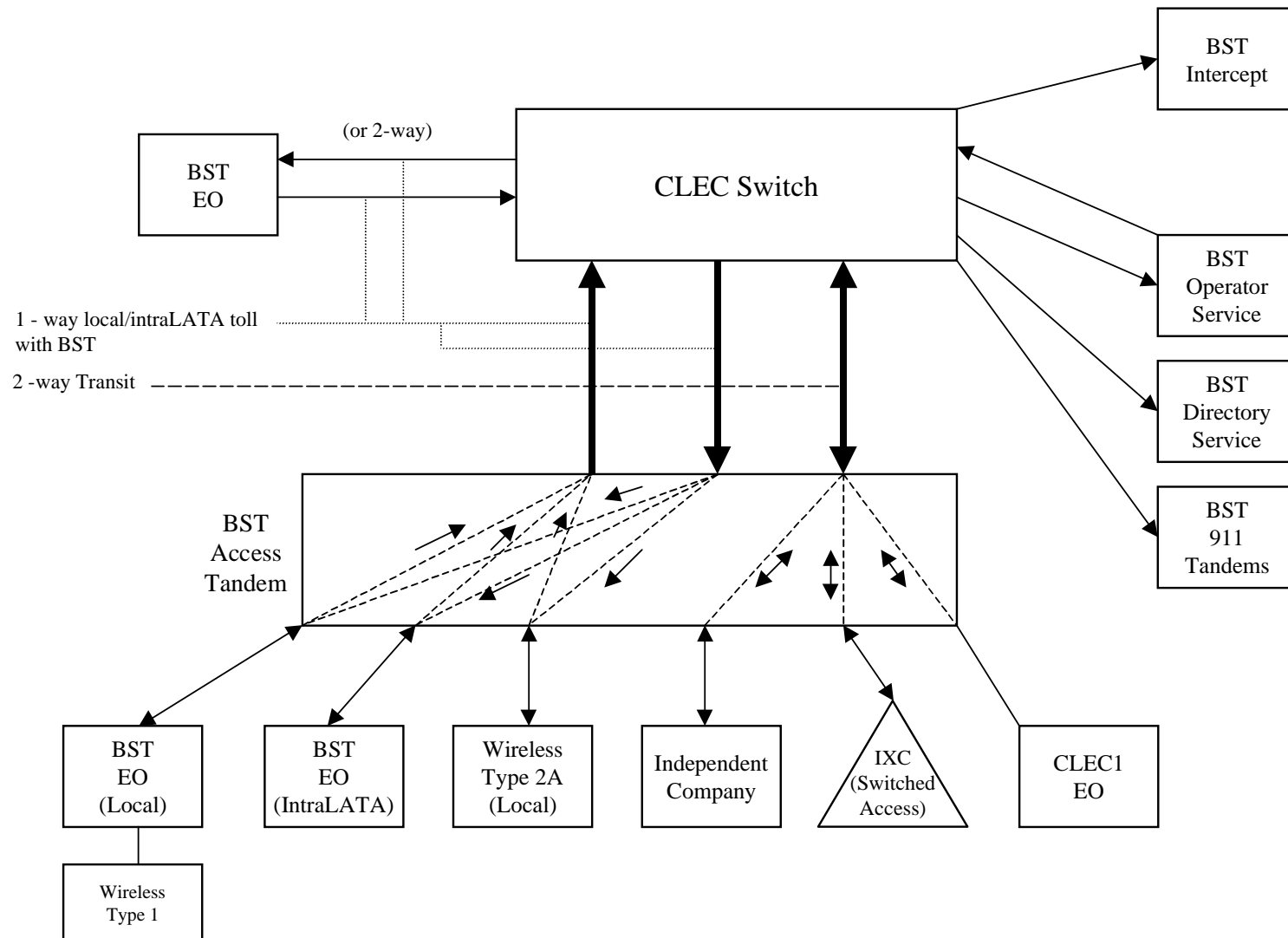


Exhibit D

Two-Way Architecture

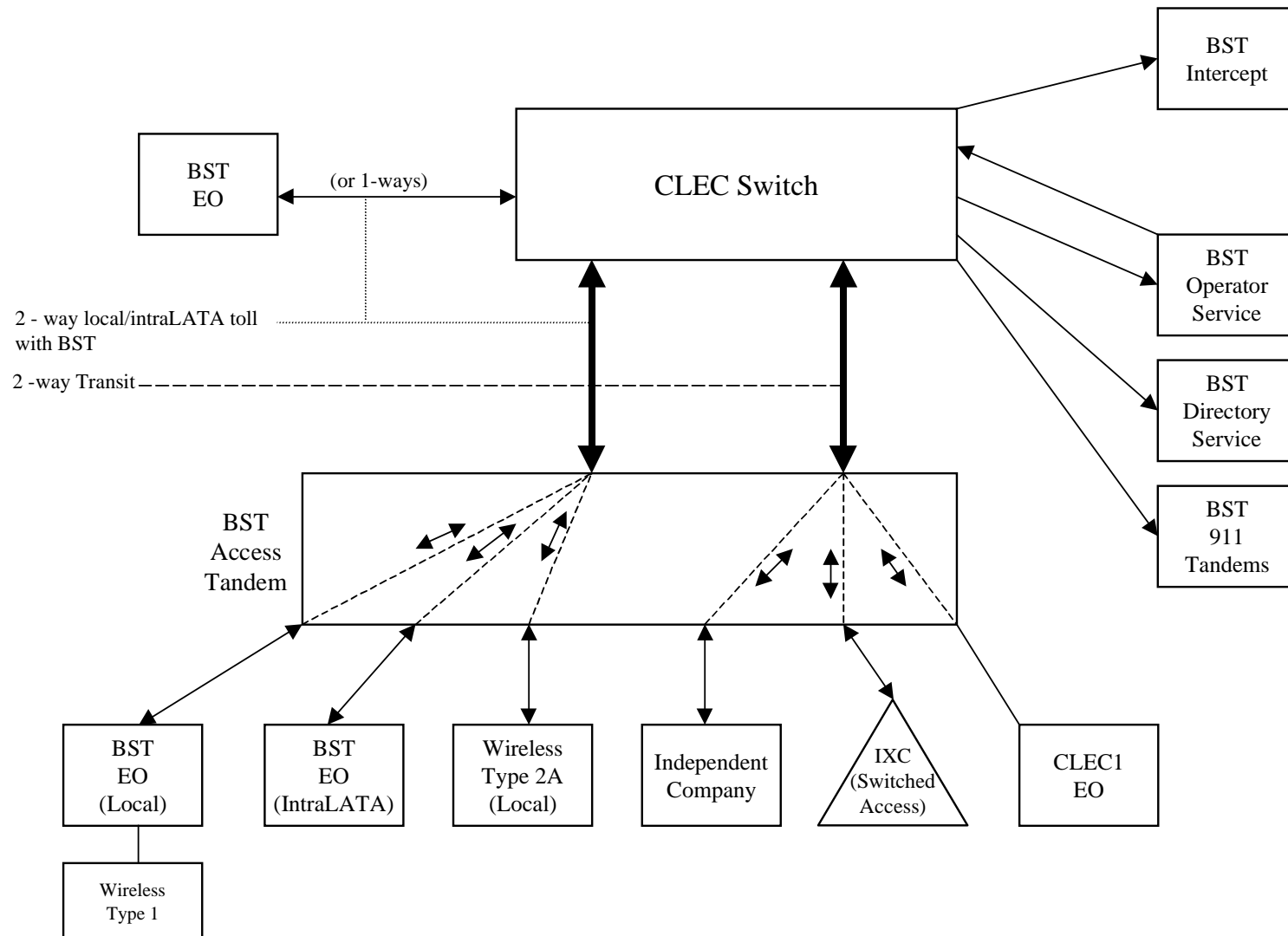
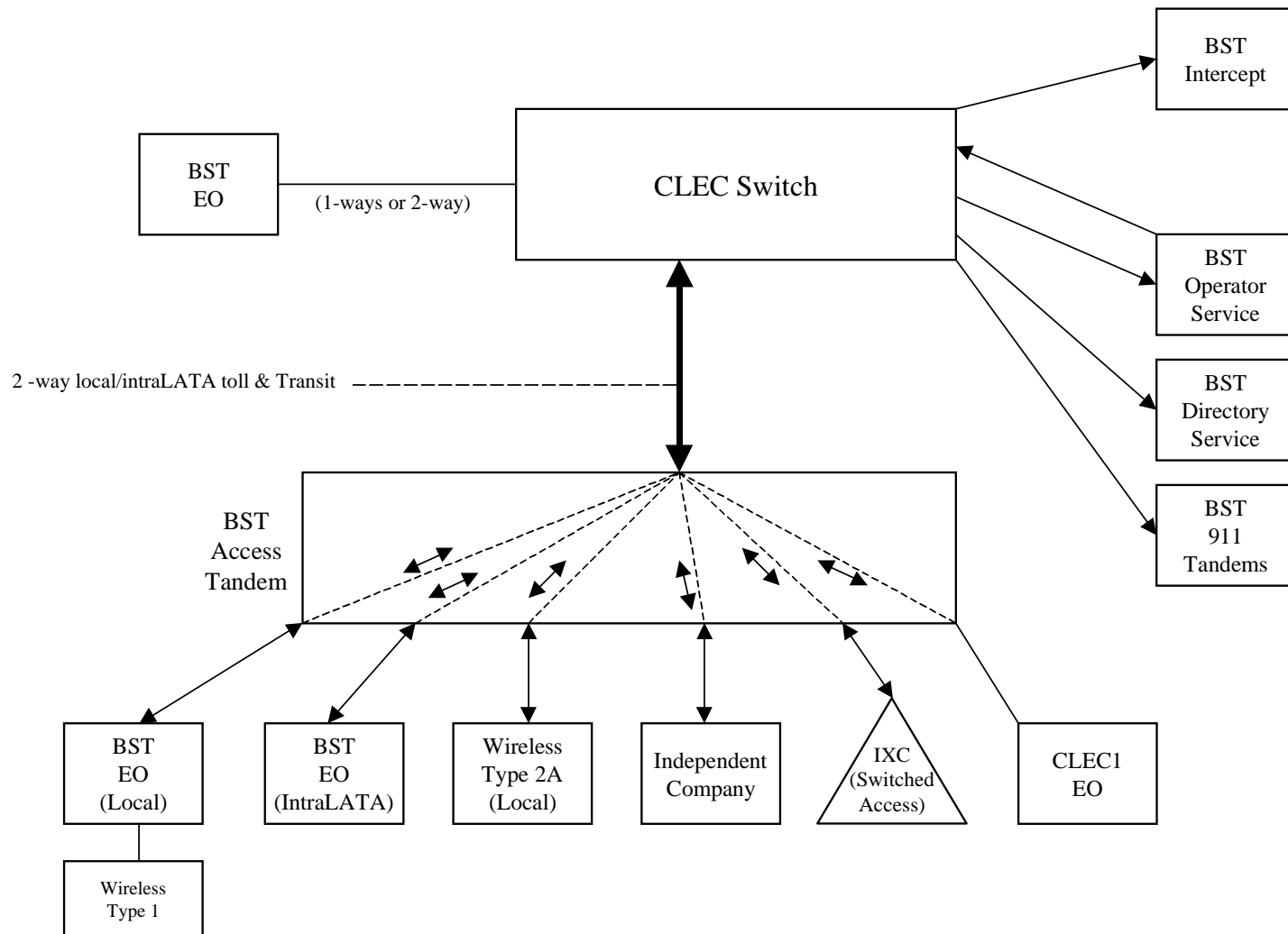


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - South Carolina											Attachment: 3 Exh: A							
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																		
TANDEM SWITCHING																		
								0.0007360bk										
								0.000736										
								0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
								0.0000045bk										
								0.0004095bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
							</											

LOCAL INTERCONNECTION - South Carolina												Attachment: 3 Exh: A						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	16.93	35.61	35.61	16.48	16.48							
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	163.49											
		CCS7 Signaling Usage, Per TCAP Message					0.0000692bk											
		CCS7 Signaling Usage, Per ISUP Message					0.0000173bk											
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	791.37bk											
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.08	29.08	35.65	35.65							
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		29.08	29.08	35.65	35.65							
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	16.93	35.61	35.61	16.48	16.48							
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16.93	35.61	35.61	16.48	16.48							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																		

Attachment 4

Central Office Collocation

**CENTRAL OFFICE COLLOCATION
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EXHIBIT A ENVIRONMENTAL AND SAFETY PRINCIPLES
EXHIBIT B RATES

BELLSOUTH**CENTRAL OFFICE COLLOCATION****1. Scope of Attachment**

- 1.1 BellSouth Premises. The rates, terms, and conditions contained within this Attachment shall only apply when <<customer_short_name>> is physically collocated as a sole occupant or as a Host within a BellSouth Premises pursuant to this Attachment. BellSouth Premises, as defined in this Attachment, includes BellSouth Central Offices and Serving Wire Centers (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. If the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to <<customer_short_name>> collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow <<customer_short_name>> to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by <<customer_short_name>> and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 In all states other than Florida, the size specified by <<customer_short_name>> may contemplate a request for space sufficient to accommodate <<customer_short_name>>’s growth within a twenty-four (24) month period.
- 1.2.1.2 In the state of Florida, the size specified by <<customer_short_name>> may contemplate a request for space sufficient to accommodate <<customer_short_name>>’s growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall assign <<customer_short_name>> Collocation Space that utilizes existing infrastructure (e.g., heating, ventilation, air conditioning (HVAC), lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate <<customer_short_name>>’s requested space preferences, if any, including the provision of contiguous space for

any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially increase <<customer_short_name>>'s cost or materially delay <<customer_short_name>>'s occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service <<customer_short_name>> wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

- 1.4 Transfer of Collocation Space. <<customer_short_name>> shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the central office is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) <<customer_short_name>> has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with <<customer_short_name>>'s sale of all, or substantially all, of the in-place collocation equipment to the same CLEC.
- 1.4.1 The responsibilities of <<customer_short_name>> shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all Security Access Devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and <<customer_short_name>>.
- 1.4.2 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.
- 1.5 Space Reclamation. In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. <<customer_short_name>> will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

- 1.5.1 BellSouth may reclaim unused Collocation Space when a BellSouth central office is at, or near, space exhaustion and <<customer_short_name>> cannot demonstrate that <<customer_short_name>> will utilize the Collocation Space within a reasonable time. In the event of space exhaust or near exhaust within a BellSouth Premises, BellSouth will provide written notice to <<customer_short_name>> requesting that <<customer_short_name>> release non-utilized Collocation Space to BellSouth, when 100 percent of the Collocation Space in <<customer_short_name>>'s collocation arrangement is not being utilized.

Within twenty (20) days of receipt of written notification from BellSouth, <<customer_short_name>> shall either: (1) return the non-utilized Collocation Space to BellSouth, in which case <<customer_short_name>> shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to BellSouth; or (2) for all states, with the exception of Florida, provide BellSouth with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date <<customer_short_name>> accepted the Collocation Space (Acceptance Date) from BellSouth. For Florida, <<customer_short_name>> shall provide information to BellSouth demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.

Disputes concerning BellSouth's claim of central office space exhaust, or near exhaust, or <<customer_short_name>>'s refusal to return requested Collocation Space should be resolved by BellSouth and <<customer_short_name>> pursuant to the Dispute Resolution language contained in this Agreement.

- 1.6 Use of Space. <<customer_short_name>> shall use the Collocation Space for the purpose of installing, maintaining and operating <<customer_short_name>>'s equipment (which may include testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to <<customer_short_name>> may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.7 Rates and Charges. <<customer_short_name>> agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

- 1.9 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Optional Space Availability Report

- 2.1 Upon request from <<customer_short_name>> and at <<customer_short_name>>'s expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by <<customer_short_name>>.
- 2.1.1 The request from <<customer_short_name>> for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the Local Exchange Routing Guide (LERG), and the Common Language Location Identification (CLLI) code for the BellSouth Premises requested. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) days of the receipt of such request. BellSouth will make commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two or more states within the BellSouth Region, shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) day response time, BellSouth shall notify <<customer_short_name>> and inform <<customer_short_name>> of the timeframe under which it can respond.

3. Collocation Options

- 3.1 Cageless Collocation. BellSouth shall allow <<customer_short_name>> to collocate <<customer_short_name>>'s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow <<customer_short_name>> to have direct access to <<customer_short_name>>'s equipment and facilities in accordance with Section 5.12. BellSouth shall make cageless collocation available in single bay increments. Except where

<<customer_short_name>>'s equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, <<customer_short_name>> must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

- 3.2 Caged Collocation. BellSouth will make caged Collocation Space available in fifty (50) square foot increments. At <<customer_short_name>>'s option and expense, <<customer_short_name>> will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, <<customer_short_name>> and <<customer_short_name>>'s BellSouth Certified Supplier must comply with the more stringent local building code requirements. <<customer_short_name>>'s BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at <<customer_short_name>>'s expense, documentation, which may include existing building architectural drawings, enclosure drawings, specifications, etc., necessary for <<customer_short_name>>'s BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. <<customer_short_name>>'s BellSouth Certified Supplier shall bill <<customer_short_name>> directly for all work performed for <<customer_short_name>>. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by <<customer_short_name>>'s BellSouth Certified Supplier. <<customer_short_name>> must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access <<customer_short_name>>'s locked enclosure prior to notifying <<customer_short_name>> at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to <<customer_short_name>>'s Collocation Space is required. Upon request, BellSouth shall construct the enclosure for <<customer_short_name>>.

- 3.2.1 In the event <<customer_short_name>>'s BellSouth Certified Supplier will construct the collocation arrangement enclosure, BellSouth may elect to review <<customer_short_name>>'s plans and specifications, prior to allowing the construction to start, to ensure compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify <<customer_short_name>> of its desire to conduct this review in BellSouth's Application Response, as defined herein, to <<customer_short_name>>'s Initial Application. If <<customer_short_name>>'s Initial Application does not indicate its desire to construct its own enclosure and

<<customer_short_name>> subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then <<customer_short_name>> will resubmit its Initial Application, indicating its desire to construct its own enclosure. If <<customer_short_name>> subsequently decides to construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, <<customer_short_name>> will submit a Subsequent Application, as defined in Section 6.2 of this Attachment. If BellSouth elects to review <<customer_short_name>>'s plans and specifications, then BellSouth will provide notification to <<customer_short_name>> within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of <<customer_short_name>>'s plans and specifications. Regardless of whether or not BellSouth elects to review <<customer_short_name>>'s plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to <<customer_short_name>>'s submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of <<customer_short_name>>'s written notification that the enclosure has been completed. Within seven (7) days after BellSouth has completed its inspection of <<customer_short_name>>'s caged Collocation Space BellSouth shall require <<customer_short_name>>, at <<customer_short_name>>'s expense, to remove or correct any structure that does not meet <<customer_short_name>>'s plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

- 3.3 Shared Caged Collocation. <<customer_short_name>> may allow other telecommunications carriers to share <<customer_short_name>>'s caged Collocation Space, pursuant to the terms and conditions agreed to by <<customer_short_name>> (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to <<customer_short_name>>. BellSouth shall be notified in writing by <<customer_short_name>> upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by <<customer_short_name>> that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and <<customer_short_name>>. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and <<customer_short_name>>.

- 3.3.1 <<customer_short_name>>, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained

- within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide <<customer_short_name>> with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, <<customer_short_name>> shall be the responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial Application and Subsequent Applications for equipment placement using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written Application Response to the Guest(s) Bona Fide application.
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable BellSouth Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 <<customer_short_name>> shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of <<customer_short_name>>'s Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises' property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be constructed or procured by <<customer_short_name>> or <<customer_short_name>>'s BellSouth Certified Supplier and must be in conformance with the provisions of BellSouth's design and construction specifications. Further, <<customer_short_name>> shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.
- 3.4.1 If <<customer_short_name>> requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, <<customer_short_name>> must arrange with a BellSouth Certified Supplier to construct or procure the Adjacent Arrangement structure in accordance with BellSouth's specifications. BellSouth will provide the appropriate specifications upon request. Where local building codes require

- specifications more stringent than BellSouth's own specifications, <<customer_short_name>> and <<customer_short_name>>'s BellSouth Certified Supplier shall comply with the more stringent local building code requirements. <<customer_short_name>>'s BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. <<customer_short_name>>'s BellSouth Certified Supplier shall bill <<customer_short_name>> directly for all work performed for <<customer_short_name>> to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by <<customer_short_name>>'s BellSouth Certified Supplier. <<customer_short_name>> must provide the local BellSouth Central Office Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access <<customer_short_name>>'s locked enclosure prior to notifying <<customer_short_name>> at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.
- 3.4.2 <<customer_short_name>> must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review <<customer_short_name>>'s plans and specifications prior to the construction of an Adjacent Arrangement to ensure <<customer_short_name>>'s compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) days after receipt of the plans and specifications from <<customer_short_name>> for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to <<customer_short_name>>'s submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of <<customer_short_name>>'s written notification that the Adjacent Arrangement has been completed. Within seven (7) days after BellSouth has completed its inspection of <<customer_short_name>>'s Adjacent Arrangement, BellSouth shall require <<customer_short_name>>, at <<customer_short_name>>'s expense, to remove or correct any structure that does not meet its submitted plans and specifications or BellSouth's specifications, as applicable.
- 3.4.3 <<customer_short_name>> shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At <<customer_short_name>>'s option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama and Louisiana, at <<customer_short_name>>'s request and expense, BellSouth will provide DC power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable

law. BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes, and any local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and provisioning intervals. <<customer_short_name>> will pay for any and all DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. <<customer_short_name>>'s BellSouth Certified Supplier shall be responsible, at <<customer_short_name>>'s sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

- 3.5 Direct Connect. BellSouth will permit <<customer_short_name>> to directly interconnect between its own physical/virtual Collocation Spaces within the same BellSouth central office (Direct Connect). <<customer_short_name>> shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by <<customer_short_name>>. A Direct Connect shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by <<customer_short_name>> to provision the Direct Connect between its physical/virtual Collocation Spaces. In those instances where <<customer_short_name>>'s physical/virtual Collocation Spaces are contiguous in the central office, <<customer_short_name>> will have the option of using <<customer_short_name>>'s own technicians to deploy the Direct Connect using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. <<customer_short_name>> will deploy such electrical or optical connections directly between its own equipment without being routed through BellSouth's equipment or common cable support structure. <<customer_short_name>> may not self-provision a Direct Connect on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-Connect) panel or LGX (Light Guide Cross-Connect) panel. <<customer_short_name>> is solely responsible for ensuring the integrity of the signal.

- 3.5.1 To place an order for a Direct Connect, <<customer_short_name>> must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a Direct Connect, the Co-Carrier Cross Connect/Direct Connect Application Fee for Direct Connect, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a Direct Connect, either an Initial Application Fee or a Subsequent Application Fee will apply, pursuant to Section 6.2 of this Attachment. BellSouth

will bill this nonrecurring charge on the date that BellSouth provides an Application Response to <<customer_short_name>>.

- 3.6 Co-Carrier Cross Connect. A Co-Carrier Cross Connect (CCXC) is a cross connection between <<customer_short_name>> and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Premises. Where technically feasible, BellSouth will permit <<customer_short_name>> to interconnect between its Collocation Space(s) and the physical/virtual collocation space(s) of another collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the two collocated carriers. The applicable BellSouth charges will be assessed to <<customer_short_name>> upon <<customer_short_name>>'s request for the CCXC. <<customer_short_name>> is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.
- 3.6.1 <<customer_short_name>> must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by <<customer_short_name>>. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. <<customer_short_name>> shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by <<customer_short_name>> to provision the CCXC to the other collocated telecommunications carrier. In those instances where <<customer_short_name>>'s equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, <<customer_short_name>> may use its own technicians to install the CCXC using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. <<customer_short_name>> shall deploy such electrical or optical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. <<customer_short_name>> shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX panel or LGX panel. <<customer_short_name>> is solely responsible for ensuring the integrity of the signal.
- 3.6.2 To place an order for a CCXC, <<customer_short_name>> must submit an application to BellSouth. If no modification to the Collocation Space is requested

other than the placement of a CCXC, the Co-Carrier Cross Connect/Direct Connect Application Fee for a CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, either an Initial Application or a Subsequent Application Fee will apply, pursuant to Section 6.2 of this Attachment. BellSouth will bill this nonrecurring charge on the date that it provides an Application Response to <<customer_short_name>>.

4. Occupancy

- 4.1 Space Ready Notification. BellSouth will notify <<customer_short_name>> in writing when the Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walk Through. <<customer_short_name>> will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with BellSouth within fifteen (15) days after the Space Ready Date. BellSouth will correct any identified deviations from <<customer_short_name>>'s original or jointly amended application within seven (7) days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If <<customer_short_name>> completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, billing will begin upon the date of <<customer_short_name>>'s acceptance of the Collocation Space (Space Acceptance Date). In the event <<customer_short_name>> fails to complete an acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by <<customer_short_name>> on the Space Ready Date and billing will commence from that date.
- 4.3 Early Space Acceptance. If <<customer_short_name>> decides to occupy the Collocation Space prior to the Space Ready Date, the date <<customer_short_name>> occupies the space is deemed the Space Acceptance Date and billing will begin from that date. <<customer_short_name>> must notify BellSouth in writing that its collocation equipment installation is complete. <<customer_short_name>>'s collocation equipment installation is complete, which is when <<customer_short_name>>'s equipment has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to <<customer_short_name>>'s customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice from <<customer_short_name>>.
- 4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, <<customer_short_name>> may terminate its occupancy of a particular Collocation Space by submitting a Subsequent

Application requesting termination of occupancy for such Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that <<customer_short_name>> and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that <<customer_short_name>> signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and <<customer_short_name>> jointly conduct an inspection, confirming that <<customer_short_name>> has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to the services terminating to such Collocation Space. The particular disconnect fees that would apply in each state are contained in Exhibit B of this Attachment. BellSouth may terminate <<customer_short_name>>'s right to occupy Collocation Space in the event <<customer_short_name>> fails to comply with any provision of this Agreement, including payment of the applicable fees contained in Exhibit B of this Attachment, for such Collocation Space.

- 4.4.1 Upon termination of occupancy, <<customer_short_name>>, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by <<customer_short_name>> from the Collocation Space. <<customer_short_name>> shall have thirty (30) days from the BFFO date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of <<customer_short_name>>'s Guest(s), unless <<customer_short_name>>'s Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Collocation Space to the Guest(s) prior to <<customer_short_name>>'s Termination Date.
- 4.4.2 <<customer_short_name>> shall continue the payment of all monthly recurring charges to BellSouth until the date <<customer_short_name>>, and if applicable <<customer_short_name>>'s Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If <<customer_short_name>> or <<customer_short_name>>'s Guest(s) fails to vacate the Collocation Space within thirty (30) days from the Termination Date BellSouth shall have the right to remove and dispose of the equipment and any other property of <<customer_short_name>> or <<customer_short_name>>'s Guest(s), in any manner that BellSouth deems fit, at <<customer_short_name>>'s expense and with no liability whatsoever for <<customer_short_name>>'s property or <<customer_short_name>>'s Guest(s)'s property.
- 4.4.3 Upon termination of <<customer_short_name>>'s right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's central

office space inventory. <<customer_short_name>> shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by <<customer_short_name>>, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. <<customer_short_name>>'s BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. <<customer_short_name>> shall be responsible for the cost of removing any <<customer_short_name>> constructed enclosure, as well as any supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.
- 5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.
- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the

applicable FCC rules relating to denial of collocation equipment based on <<customer_short_name>>'s failure to comply with this Section.

- 5.2 Terminations. <<customer_short_name>> shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the Collocation Space. The total capacity of the equipment collocated in the Collocation Space will include equipment contained in an application, as well as any equipment already placed in the Collocation Space. If full network termination capacity of the equipment being installed is not requested in the application submitted by <<customer_short_name>>, additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event <<customer_short_name>> submits an application for terminations that will exceed the total capacity of the collocated equipment, <<customer_short_name>> will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Agreement, <<customer_short_name>> will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.
- 5.4 No Marketing. <<customer_short_name>> shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.5 Equipment Identification. <<customer_short_name>> shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of <<customer_short_name>>'s equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify <<customer_short_name>>'s equipment in the case of an emergency. For caged Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.6 Entrance Facilities. <<customer_short_name>> may elect to place <<customer_short_name>>-owned or <<customer_short_name>> leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically

accessible by both Parties. <<customer_short_name>> will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location. <<customer_short_name>> will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to <<customer_short_name>>'s equipment in <<customer_short_name>>'s Collocation Space. In the event <<customer_short_name>> utilizes a non-metallic, riser-type entrance facility, a splice will not be required. <<customer_short_name>> must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in an entrance manhole or cable vault. <<customer_short_name>> is responsible for the maintenance of the entrance facilities.

- 5.6.1 Microwave Transmission Facilities. At <<customer_short_name>>'s request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated rates, terms and conditions.
- 5.6.2 Copper and Coaxial Cable Entrance Facilities. In Florida, Georgia and Tennessee, BellSouth shall permit <<customer_short_name>> to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where <<customer_short_name>>demonstrates a necessity and entrance capacity is not at or near exhaust in a particular BellSouth Premises in which <<customer_short_name>>'s Collocation Space is located. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point, unless BellSouth determines that limited space is available for the placement of these entrance facilities.
- 5.7 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each BellSouth Premises where at least two such interconnection points are available and capacity exists. Upon receipt of a request by <<customer_short_name>> for dual entrance facilities to its physical Collocation Space, BellSouth shall provide <<customer_short_name>> with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to <<customer_short_name>>'s Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to a lack of capacity, BellSouth will provide this information to <<customer_short_name>> in the Application Response.
- 5.8 Shared Use. <<customer_short_name>> may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an

entrance facility to <<customer_short_name>>'s Collocation Space within the same BellSouth Premises.

- 5.8.1 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. <<customer_short_name>> must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the <<customer_short_name>>-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If <<customer_short_name>> desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from <<customer_short_name>> authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on <<customer_short_name>>'s entrance facility.
- 5.9 Demarcation Point. BellSouth will designate the point(s) of demarcation between <<customer_short_name>>'s equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. <<customer_short_name>> shall be responsible for providing the necessary cabling and <<customer_short_name>>'s BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. <<customer_short_name>> or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.
- 5.9.1 In Tennessee, BellSouth will designate the point(s) of demarcation between <<customer_short_name>>'s equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, <<customer_short_name>> may request that the demarcation point be a Point of Termination (POT) bay in a common area within the BellSouth Premises, which <<customer_short_name>> shall be responsible for providing and <<customer_short_name>>'s BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling. <<customer_short_name>>'s BellSouth Certified Supplier shall also be responsible for installing the necessary cabling between <<customer_short_name>>'s Collocation Space and the POT bay. <<customer_short_name>>, its agent, or <<customer_short_name>>'s BellSouth Certified Supplier must perform all required maintenance to the equipment/network facilities on its side of the demarcation point and may self-provision cross-connects that it requires within its own Collocation Space to activate service requests. If <<customer_short_name>> desires to avoid the use of a POT bay or any other

intermediary device as contemplated by the Tennessee Regulatory Authority, BellSouth shall negotiate alternative rates, terms and conditions for such requested demarcation point.

- 5.10 Equipment and Facilities. <<customer_short_name>>, or if required by this Attachment, <<customer_short_name>>'s BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, and maintenance/repair of the equipment and network facilities used by <<customer_short_name>>, which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. <<customer_short_name>> and its designated BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.11 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to <<customer_short_name>>'s Collocation Space. BellSouth retains the right to access <<customer_short_name>>'s Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to <<customer_short_name>> at least forty-eight (48) hours before access to <<customer_short_name>>'s Collocation Space is required. <<customer_short_name>> may elect to be present whenever BellSouth performs work in the <<customer_short_name>>'s Collocation Space. The Parties agree that <<customer_short_name>> will not bear any of the expense associated with this type of work.
- 5.11.1 In the case of an emergency, BellSouth will provide oral notice of entry as soon as possible and, upon request, will provide subsequent written notice.
- 5.11.2 <<customer_short_name>> must provide the local BellSouth Central Office Building Contact with two (2) Access Devices that will allow BellSouth entry into any enclosed and locked Collocation Space including, but not limited to, an Adjacent Arrangement, pursuant to the requirements contained in this Section.
- 5.12 <<customer_short_name>>'s Access. Pursuant to Section 12, <<customer_short_name>> shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. <<customer_short_name>> agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of <<customer_short_name>> or <<customer_short_name>>'s Guest(s) with <<customer_short_name>>'s written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The

appropriate key acknowledgement forms (the “Collocation Acknowledgement Sheet” for access cards and the “Key Acknowledgement Form” for keys) must be signed by <<customer_short_name>> and returned to BellSouth Access Management within fifteen (15) days of <<customer_short_name>>’s receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Devices may not be duplicated under any circumstances. <<customer_short_name>> agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of <<customer_short_name>>’s employees, suppliers, agents, or Guests after termination of the employment relationship, the contractual obligation with <<customer_short_name>> ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises. <<customer_short_name>> shall pay all applicable charges associated with lost or stolen Access Devices.

- 5.12.1 BellSouth will permit one (1) accompanied site visit, which will be limited to no more than one hour, to <<customer_short_name>>’s designated Collocation Space, after receipt of the BFFO, without charge to <<customer_short_name>>. <<customer_short_name>> must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date <<customer_short_name>> desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, <<customer_short_name>> may submit a request for its one (1) free accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth’s receipt of the BFFO. In the event <<customer_short_name>> desires access to its designated Collocation Space after the first accompanied free visit and <<customer_short_name>>’s access request form(s) has not been approved by BellSouth or <<customer_short_name>> has not yet submitted an access request form to BellSouth, <<customer_short_name>> shall be permitted to access the Collocation Space accompanied by a BellSouth security escort, at <<customer_short_name>>’s expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. <<customer_short_name>> must request that escorted access be provided by BellSouth to <<customer_short_name>>’s designated Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever <<customer_short_name>> or its approved agent or supplier requires access to the entrance manhole.
- 5.12.2 Lost or Stolen Access Devices. <<customer_short_name>> shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of <<customer_short_name>>’s employees, suppliers, agents or Guest(s) to return an

Access Device(s), <<customer_short_name>> shall pay for the costs of re-keying the building or deactivating the Access Device(s).

- 5.13 Interference or Impairment. Notwithstanding any other provisions of this Attachment, <<customer_short_name>> shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; 3) compromises the privacy of any communications routed through the BellSouth Premises; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of <<customer_short_name>> violates the provisions of this paragraph, BellSouth shall provide written notice to <<customer_short_name>>, which shall direct <<customer_short_name>> to cure the violation within forty-eight (48) hours of <<customer_short_name>>'s receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.
- 5.13.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if <<customer_short_name>> fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to <<customer_short_name>>'s equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to <<customer_short_name>> prior to the taking of such action and BellSouth shall have no liability to <<customer_short_name>> for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.13.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and <<customer_short_name>> fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24)

hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to <<customer_short_name>> or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by <<customer_short_name>> is significantly degrading the performance of other advanced services or traditional voice band services, <<customer_short_name>> shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. §51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.14 Personalty and Its Removal. Facilities and equipment placed by <<customer_short_name>> in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by <<customer_short_name>> at any time. Any damage caused to the Collocation Space by <<customer_short_name>>'s employees, suppliers, agents, or Guests during the installation or removal of such property shall be promptly repaired by <<customer_short_name>> at its sole expense. If <<customer_short_name>> decides to remove equipment and/or facilities from its Collocation Space and the removal requires no physical work be performed by BellSouth and <<customer_short_name>>'s physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill <<customer_short_name>> the Administrative Only Application Fee associated with the type of removal activity performed by <<customer_short_name>>, as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response to <<customer_short_name>>.
- 5.15 Alterations. Under no condition shall <<customer_short_name>> or any person acting on behalf of <<customer_short_name>> make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by <<customer_short_name>>. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.2.1, and 7.1.4, which will be billed by BellSouth on the date that BellSouth provides <<customer_short_name>> with an Application Response.

- 5.16 Janitorial Service. <<customer_short_name>> shall be responsible for the general upkeep of its Collocation Space. <<customer_short_name>> shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to caged Collocation Space. Upon request, BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis.

6. **Ordering and Preparation of Collocation Space**

- 6.1 Initial Application. For <<customer_short_name>>'s or <<customer_short_name>>'s Guest's(s') initial equipment placement, <<customer_short_name>> shall input a physical Expanded Interconnection Application Document (Initial Application) for physical Collocation Space directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Initial Application are completed with the appropriate type of information. An Initial Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by <<customer_short_name>> and will be billed by BellSouth on the date BellSouth provides <<customer_short_name>> with an Application Response.
- 6.2 Subsequent Application. In the event <<customer_short_name>> or <<customer_short_name>>'s Guest(s) desires to modify its use of the Collocation Space after a BFFO, <<customer_short_name>> shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 of this Attachment (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested Alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change(s) requested by <<customer_short_name>> in the Subsequent Application. Such modifications to the BellSouth Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.2.1 Subsequent Application Fees. The application fee paid by <<customer_short_name>> for an Alteration shall be dependent upon the level of assessment needed to complete the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires BellSouth to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by BellSouth), an Alteration made to a Bona Fide application by <<customer_short_name>> prior to BellSouth's receipt of the BFFO, and a virtual-to-physical conversion (in place). The Co-Carrier

Cross Connect/Direct Connect Application Fee will apply when <<customer_short_name> submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same BellSouth Premises or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same BellSouth Premises. The Power Reconfiguration Only Application Fee will apply when <<customer_short_name>> submits a Subsequent Application that reflects only an upgrade or reduction in the amount of power that BellSouth is currently providing to <<customer_short_name>>'s physical Collocation Space. The fee for a Subsequent Application, for which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available), shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that BellSouth provides <<customer_short_name>> with an Application Response.

- 6.3 Space Preferences. If <<customer_short_name>> has previously requested and received a Space Availability Report for the BellSouth Premises, <<customer_short_name>> may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate <<customer_short_name>>'s space preference(s), <<customer_short_name>> may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same BellSouth Premises. This application will be treated as a new application and the appropriate application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides <<customer_short_name>> with an Application Response.

6.4 Space Availability Notification.

For all states except Florida and Tennessee, BellSouth will respond to an application within ten (10) days as to whether space is available or not available within the requested BellSouth Premises. In Florida and Tennessee, BellSouth will respond to an application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when <<customer_short_name>>'s application is Bona Fide. If the application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the application to become Bona Fide.

- 6.4.1 If the amount of space requested is not available, BellSouth will notify <<customer_short_name>> of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by <<customer_short_name>> or space that is configured differently, no application fee will apply. If <<customer_short_name>> decides to accept the available space, <<customer_short_name>> must resubmit its application

to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When <<customer_short_name>> resubmits its application to accept the available space, BellSouth will bill <<customer_short_name>> the appropriate application fee.

- 6.5 Denial of Application. If BellSouth notifies <<customer_short_name>> that no space is available (Denial of Application), BellSouth will not assess an application fee to <<customer_short_name>>. After notifying <<customer_short_name>> that BellSouth has no available space in the requested BellSouth Premises, BellSouth will allow <<customer_short_name>>, upon request, to tour the entire BellSouth Premises within ten (10) days of such Denial of Application. In order to schedule this tour, BellSouth must receive the request for the tour of the BellSouth Premises within five (5) days of the Denial of Application.
- 6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit <<customer_short_name>> to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunications carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall

- automatically be placed on the waiting list for physical Collocation Space that may become available in the future.
- 6.7.2 When physical Collocation Space becomes available, <<customer_short_name>> must submit an updated, complete, and accurate application to BellSouth within thirty (30) days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If <<customer_short_name>> has originally requested caged Collocation Space and cageless Collocation Space becomes available, <<customer_short_name>> may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe referenced above, that <<customer_short_name>> wishes to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.
- 6.7.3 <<customer_short_name>> may accept an amount of space less than what it originally requested by submitting an application as set forth above, and, upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If <<customer_short_name>> does not submit an application or notify BellSouth in writing within the thirty (30) day timeframe as described above in Section 6.7.2, BellSouth will offer the available space to the next telecommunications carrier on the waiting list and remove <<customer_short_name>> from the waiting list. Upon request, BellSouth will advise <<customer_short_name>> as to its position on the waiting list for a particular BellSouth Premises.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website, www.interconnection.bellsouth.com, a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for physical (caged or cageless) Collocation arrangements, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide application. The Application Response will be a written response that includes sufficient information to enable <<customer_short_name>> to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

- 6.9.2 In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable <<customer_short_name>> to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8. When <<customer_short_name>> submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) applications or fraction thereof.
- 6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of <<customer_short_name>> or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge <<customer_short_name>> the appropriate application fee associated with the level of assessment performed by BellSouth, pursuant to Sections 6.1 and 6.2.
- 6.11 Bona Fide Firm Order.
- 6.11.1 <<customer_short_name>> shall indicate its intent to proceed with a Collocation Space request in a BellSouth Premises by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response to <<customer_short_name>>'s Bona Fide application or <<customer_short_name>>'s application will expire.
- 6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of <<customer_short_name>>'s BFFO. BellSouth will acknowledge the receipt of <<customer_short_name>>'s BFFO within seven (7) days of receipt, so that <<customer_short_name>> will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions may be made to a BFFO.
- 7. Construction and Provisioning**
- 7.1 Construction and Provisioning Intervals.
- 7.1.1 In Florida and Tennessee, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Collocation Space after the initial space has been completed, BellSouth

- will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by <<customer_short_name>>. If additional space has been requested by <<customer_short_name>>, BellSouth will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty five (45) days from receipt of a BFFO for virtual Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and <<customer_short_name>> cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for caged physical Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant.) Extraordinary conditions include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Collocation Space requested or BellSouth may seek a waiver from the ordered interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.
- 7.1.3 Records Only Change. When <<customer_short_name>> adds equipment, that was originally included on <<customer_short_name>>'s Initial Application or a Subsequent Application, and the addition of this equipment requires no additional space preparation work or cable terminations on the part of BellSouth, then BellSouth will impose no additional charges or intervals.
- 7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to <<customer_short_name>>, when <<customer_short_name>> requests an Alteration specifically identified in Sections 7.1.4.1 through 7.1.4.9 as an "Augment. Except as otherwise set forth in Section 7.1.4.10 below, such Augment will require a

Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by <<customer_short_name>>. BellSouth will assess the appropriate nonrecurring application fee set forth in Exhibit B on the date that it provides an Application Response to <<customer_short_name>>.

- 7.1.4.1 Simple Augments will be completed within twenty (20) days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing BellSouth BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) days after receipt of the BFFO for:
- 168 DS1 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.1.4.3 Intermediate Augments will be completed within sixty (60) days after receipt of the BFFO for:
- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - Installation of Cable Racking or Other Support Structures, as Required, to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)
- 7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) days after BFFO. This category includes all requests for additional Physical Collocation Space (caged or cageless).

- 7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) days after BFFO. This category includes all requests for additional virtual Collocation Space.
- 7.1.4.6 If <<customer_short_name>> submits an Augment that includes two Augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the provisioning interval associated with the next highest Augment category will apply (e.g., if two items from the Minor Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.7 If <<customer_short_name>> submits an Augment that includes three Augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the Major Augment interval of ninety (90) days from the receipt of the BFFO would apply (e.g., if three items from the Simple Augment category are requested on the same request for a physical Collocation arrangement, then an interval of ninety (90) days from the receipt of the BFFO would apply, which is the Major physical Augment interval; likewise if three items from the Simple Augment category are requested on the same request for a virtual Collocation arrangement, then an interval of seventy-five (75) days from the receipt of the BFFO would apply, which is the Major virtual Augment interval).
- 7.1.4.8 If <<customer_short_name>> submits an Augment that includes one Augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by <<customer_short_name>> and BellSouth. If <<customer_short_name>> and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Section 7.1.4.4 and Section 7.1.4.5, would apply based on whether the Augment is for <<customer_short_name>>'s physical or virtual Collocation Space.
- 7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If <<customer_short_name>> requests multiple items from different Augment categories, BellSouth will bill <<customer_short_name>> the Augment application fee, as identified in Exhibit B of this Attachment, associated with the higher Augment category only. The appropriate application fee will be assessed to <<customer_short_name>> at the time BellSouth provides <<customer_short_name>> with the Application Response.

<<customer_short_name>> will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 for physical and virtual Collocation Space, respectively). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.

- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and <<customer_short_name>> will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of the finalized construction design and specifications.
- 7.4 Circuit Facility Assignments. Unless otherwise specified, BellSouth will provide Circuit Facility Assignments (CFAs) to <<customer_short_name>> prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which <<customer_short_name>> has physical Collocation Space with no POT bay or with a grand fathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to <<customer_short_name>> prior to the Provisioning Interval for those BellSouth Premises in which <<customer_short_name>> has physical Collocation Space with a POT bay provided by <<customer_short_name>> or virtual Collocation Space, until <<customer_short_name>> has provided BellSouth with the following information:
- 7.4.1 For physical Collocation Space with a <<customer_short_name>>-provided POT bay, <<customer_short_name>> shall provide BellSouth with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form that shows the locations, speeds, etc.
- 7.4.2 For virtual Collocation Space, <<customer_short_name>> shall provide BellSouth with a complete layout of <<customer_short_name>>'s equipment on an EIU form, that includes the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by <<customer_short_name>>'s BellSouth Certified Supplier.
- 7.4.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form has been received from <<customer_short_name>>. If the EIU form is provided within ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) days prior to the ending date of the Provisioning

Interval, then the CFAs will be provided within ten (10) days of BellSouth's receipt of the EIU form.

- 7.4.4 BellSouth will bill <<customer_short_name>> a nonrecurring charge, as set forth in Exhibit B, each time <<customer_short_name>> requests a resend of its original CFA information for any reason other than a BellSouth error in the CFAs initially provided to <<customer_short_name>>.
- 7.5 Use of BellSouth Certified Supplier. <<customer_short_name>> shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. <<customer_short_name>>, if a BellSouth Certified Supplier, or <<customer_short_name>>'s BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, <<customer_short_name>> must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide <<customer_short_name>> with a list of BellSouth Certified Suppliers, upon request. <<customer_short_name>>, if a BellSouth Certified Supplier, or <<customer_short_name>>'s BellSouth Certified Supplier(s) shall be responsible for installing <<customer_short_name>>'s equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and <<customer_short_name>> upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by <<customer_short_name>>, the BellSouth Certified Supplier shall bill <<customer_short_name>> directly for all work performed for <<customer_short_name>> pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by <<customer_short_name>>'s BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to <<customer_short_name>> or any supplier proposed by <<customer_short_name>> and will not unreasonably withhold certification. All work performed by or for <<customer_short_name>> shall conform to generally accepted industry standards.
- 7.6 Alarms and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. <<customer_short_name>> shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service <<customer_short_name>>'s Collocation Space. Upon request, BellSouth will provide <<customer_short_name>> with an applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by <<customer_short_name>>. Both Parties shall use best efforts to notify the other of

any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.

- 7.7 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at a BellSouth Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, <<customer_short_name>> may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Collocation arrangement, as set forth in Exhibit B to this Attachment. If BellSouth knows when additional physical Collocation Space may become available at the BellSouth Premises requested by <<customer_short_name>>, such information will be provided to <<customer_short_name>> in BellSouth's written denial of physical Collocation Space. <<customer_short_name>> must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Collocation Space to a physical Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Collocation Space to the new physical Collocation Space.
- 7.7.1 In Alabama, BellSouth will complete a relocation of a virtual collocation arrangement to a cageless physical collocation arrangement within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual collocation arrangement to a caged physical collocation arrangement within ninety (90) days from BellSouth's receipt of a BFFO.
- 7.8 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical caged collocation arrangements if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; and 3) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill <<customer_short_name>> an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to <<customer_short_name>>.
- 7.8.1 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified above in Section 7.8.
- 7.9 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, <<customer_short_name>> cancels its order for Collocation

- Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if <<customer_short_name>> cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, <<customer_short_name>> will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of <<customer_short_name>> up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if <<customer_short_name>> cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill <<customer_short_name>> for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been canceled.
- 7.10 Licenses. <<customer_short_name>>, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.
- 7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Rates. <<customer_short_name>> agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 8.2 Application Fees. BellSouth shall assess any non-recurring application fees within thirty (30) days of the date that BellSouth provides an Application Response to <<customer_short_name>> or on <<customer_short_name>>'s next scheduled monthly billing statement.
- 8.2.1 In Tennessee, the application fee for caged Collocation Space shall be the Application – Cost Planning Fee for both Initial Applications and Subsequent Applications placed by <<customer_short_name>>. Likewise, for cageless Collocation Space, the same Cageless - Application Fee applies for both Initial Applications and Subsequent Applications placed by <<customer_short_name>>. BellSouth will bill the appropriate non-recurring application fee on the date that BellSouth provides an Application Response to <<customer_short_name>>.
- 8.3 Recurring Charges. If <<customer_short_name>> has met the applicable fifteen (15) day acceptance walk through interval specified in Section 4.2, billing for recurring charges will begin upon the Space Acceptance Date. In the event <<customer_short_name>> fails to complete an acceptance walk through within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If <<customer_short_name>> occupies the space prior to the

- Space Ready Date, the date <<customer_short_name>> occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in <<customer_short_name>> 's next billing cycle and will include any prorated charges for the period from <<customer_short_name>>'s Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2, to the date the bill is issued by BellSouth.
- 8.3.1 Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused amp, per month, based upon the total number of fused amps of power capacity requested by <<customer_short_name>> on <<customer_short_name>>'s Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders.
- 8.3.2 BellSouth shall have the right to inspect and inventory any DC power fuse installations at a BellSouth BDFB or DC power circuit installations at BellSouth's main power board for any <<customer_short_name>> collocation arrangement, to verify that the total number of fused amps of power capacity installed by <<customer_short_name>>'s BellSouth Certified Supplier matches the number of fused amps of DC power capacity requested by <<customer_short_name>> on <<customer_short_name>>'s Initial Application and all Subsequent Applications. If BellSouth determines that <<customer_short_name>>'s BellSouth Certified Supplier has installed more DC capacity than <<customer_short_name>> requested on its Initial Application and all Subsequent Applications, BellSouth shall notify <<customer_short_name>> in writing of such discrepancy and shall assess <<customer_short_name>> for the additional DC power fuse/circuit capacity from the Space Acceptance Date or Space Ready Date, whichever is applicable pursuant to Section 8.3 above, for the most recent Initial Application or Subsequent Application, submitted for such collocation arrangement. BellSouth shall also revise <<customer_short_name>>'s recurring DC power charges, on a going-forward basis, to reflect the higher number of fused amps of power capacity available for the collocation arrangement.
- 8.4 Nonrecurring Charges. In Florida, unless specified otherwise herein, BellSouth shall assess nonrecurring charges, including all application fees, within thirty (30) days of the date that BellSouth provides an Application Response to <<customer_short_name>> or on <<customer_short_name>>'s next scheduled monthly billing statement, if <<customer_short_name>>'s current month's billing cycle has already closed. Nonrecurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by BellSouth within thirty (30) days of BellSouth's confirmation of <<customer_short_name>>'s BFFO or on <<customer_short_name>>'s next scheduled monthly billing statement.

- 8.5 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, <<customer_short_name>> shall remit the payment of the non-recurring Firm Order Processing Fee coincident with the submission of <<customer_short_name>>'s BFFO. In Florida, the non-recurring Firm Order Processing Fee will be billed by BellSouth, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot, for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.
- 8.6 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises; however, this charge does not include any expenses associated with AC or DC power supplied to <<customer_short_name>>'s Collocation Space for the operation of <<customer_short_name>>'s equipment. For caged physical Collocation Space, -, <<customer_short_name>> shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is 50 square feet. Additional caged Collocation Space may be requested in increments of 50 square feet. For cageless Collocation Space, <<customer_short_name>> shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] x (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign cageless Collocation Space in conventional equipment rack lineups where feasible. In the event <<customer_short_name>>'s collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional equipment rack lineups, <<customer_short_name>> shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.7 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for <<customer_short_name>>'s Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB). When obtaining DC power from a BellSouth BDFB, <<customer_short_name>>'s fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by <<customer_short_name>>'s BellSouth Certified Supplier, in accordance with the number of fused amps of DC power requested by <<customer_short_name>> on <<customer_short_name>>'s Initial Application and

any Subsequent Applications. <<customer_short_name>> is also responsible for contracting with a BellSouth Certified Supplier to run the power distribution feeder cable from the BellSouth BDFB to the equipment in <<customer_short_name>>'s Collocation Space. The BellSouth Certified Supplier contracted by <<customer_short_name>> must provide BellSouth with a copy of the engineering power specifications prior to the day on which <<customer_short_name>>'s equipment becomes operational (hereinafter "Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and <<customer_short_name>>'s Collocation Space. <<customer_short_name>> shall contract with a BellSouth Certified Supplier who shall be responsible for performing those power provisioning activities required to enable <<customer_short_name>>'s equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within <<customer_short_name>>'s Collocation Space, power cable feeds, and terminations of the power cabling. <<customer_short_name>> and <<customer_short_name>>'s BellSouth Certified Supplier shall comply with all applicable NEC, BellSouth TR73503, Telcordia and ANSI Standards that address power cabling, installation, and maintenance.

- 8.7.1 In Florida only, pursuant to technical feasibility, commercial availability, and safety limitations, BellSouth will permit <<customer_short_name>> to request DC power in 5-amp increments from 5 amps up to 100 amps from the BellSouth BDFB. However, in accordance with industry standard fuse sizing, <<customer_short_name>> may request that BellSouth provision DC power of 70 amps or greater directly from BellSouth's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at a BellSouth main power board in all BellSouth Premises is a 225-amp circuit breaker.
- 8.7.2 BellSouth will revise <<customer_short_name>>'s recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when <<customer_short_name>> submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from BellSouth for its Collocation Space. If <<customer_short_name>>'s existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, <<customer_short_name>>'s BellSouth Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, BellSouth TR73503, Telcordia, and ANSI Standards, as well as the requirements noted above in Section 8.7 and 8.7.1. <<customer_short_name>>'s BellSouth Certified Supplier shall provide notification to BellSouth when these activities have been completed.
- 8.7.3 BellSouth will revise <<customer_short_name>>'s recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from <<customer_short_name>>, certifying the

completion of the power reduction work, including the removal of any associated power cabling by <<customer_short_name>>'s BellSouth Certified Supplier. Notwithstanding the foregoing, if <<customer_short_name>>'s BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at BellSouth's discretion, cut by <<customer_short_name>>'s BellSouth Certified Supplier and <<customer_short_name>> shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.

- 8.7.4 If <<customer_short_name>> requests an increase or a reduction in the amount of power that BellSouth is currently providing, <<customer_short_name>> must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the increase or reduction in power, the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to <<customer_short_name>>'s Subsequent Application.
- 8.7.5 If <<customer_short_name>> has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, <<customer_short_name>> must submit a Subsequent Application. BellSouth will respond to such application within seven (7) days and a Subsequent Application fee will apply for this reconfiguration to a BellSouth BDFB.
- 8.7.6 If <<customer_short_name>> elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed <<customer_short_name>>'s DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by <<customer_short_name>>'s BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. <<customer_short_name>>'s BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At <<customer_short_name>>'s option, <<customer_short_name>> may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.7.7 <<customer_short_name>> shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure

within <<customer_short_name>>'s arrangement and terminations of cable within the Collocation Space.

- 8.7.8 Fused Amp Billing. In all states, except as noted above in 8.7.1 for Florida, BellSouth shall make available –48V DC power on a per fused amp, per month basis, pursuant to the following formula:

For power provisioned from a BDFB. The number of fused amps requested by <<customer_short_name>> on its application should reflect a multiplier of 1.5 to convert its requested amps to fused amps, with a minimum of ten (10) fused amps required. The number of fused amps requested by <<customer_short_name>> on its collocation application will be multiplied by the DC power fused amp rate set forth in Exhibit B.

For existing power configurations that are provisioned from BellSouth's main power board. The number of fused amps made available at the main power board, in increments of 225 amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B. In Florida, the number of fused amps requested by <<customer_short_name>> on its collocation application will be multiplied by the DC power fused amp rate set forth in Exhibit B

- 8.7.9 Florida Power Usage Option. In Florida only, <<customer_short_name>> may request that –48 DC power provisioned by BellSouth to <<customer_short_name>>'s Collocation Space be assessed per ampere (amp), per month based upon amps used, pursuant to the rates set forth in Exhibit B of this Attachment. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3. If <<customer_short_name>> desires to convert existing physical collocation arrangements to the Florida Power Usage Option (hereinafter "FL Option"), then the monthly recurring power charges that are applicable to the FL Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by <<customer_short_name>> to convert an existing collocation arrangement to the FL Option. The monthly recurring charges for DC power, under the FL Option, shall be calculated and applied based on the amount of power <<customer_short_name>> requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular BellSouth Premises on <<customer_short_name>>'s Initial Application or Subsequent Application. BellSouth shall allow <<customer_short_name>>, at <<customer_short_name>>'s option, to order a power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum to be drawn by <<customer_short_name>>. BellSouth is not required to build its central office power infrastructure to meet <<customer_short_name>>'s forecasted DC power demand. <<customer_short_name>> must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from BellSouth's power plant for each existing collocation arrangement <<customer_short_name>> converts

to the FL Option or for any new collocation arrangements <<customer_short_name>> establishes under the FL Option.

- 8.7.9.1 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of <<customer_short_name>>'s power usage under the FL Option for a specific collocation arrangement in a particular BellSouth Premises, based on a meter reading(s) taken by BellSouth of the amount of power being consumed by <<customer_short_name>>'s collocation arrangement. BellSouth may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by <<customer_short_name>> for the collocation arrangement, under the FL Option, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate BellSouth's reading, then BellSouth shall adjust <<customer_short_name>>'s billing to reflect BellSouth's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by BellSouth.
- 8.7.9.2 BellSouth shall assess <<customer_short_name>> a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B of this Attachment. <<customer_short_name>> shall notify BellSouth of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by <<customer_short_name>>. The requested change in DC power usage will be reflected in <<customer_short_name>>'s next scheduled monthly billing cycle.
- 8.7.10 Tennessee Caged Collocation Power Usage Metering Option. In Tennessee only, <<customer_short_name>> may request that DC power provisioned by BellSouth to <<customer_short_name>>'s caged Collocation Space be assessed pursuant to the Tennessee Regulatory Authority's Power Usage Metering Option (hereinafter "TN Option"). If <<customer_short_name>> chooses the TN Option, BellSouth will assess <<customer_short_name>> for -48V DC power using the following two components: (1) the actual measured AC usage, and (2) the DC power plant infrastructure provisioned by BellSouth to support the total number of fused amps of DC power requested by <<customer_short_name>> on <<customer_short_name>>'s Initial Collocation Application and all Subsequent Collocation Applications. These monthly recurring power charges will be assessed by BellSouth on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3. If <<customer_short_name>> desires to convert an existing caged collocation arrangement to the TN Option, then the monthly recurring power charges that are applicable to the TN Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by <<customer_short_name>> to convert an existing caged collocation arrangement to the TN Option.

- 8.7.10.1 BellSouth, or its BellSouth Certified Supplier, will perform all metering activities, which will include providing the necessary ammeter or other measurement device, to measure the actual power usage (AC usage) being drawn by <<customer_short_name>>'s collocation equipment on both the A and B power feeds. The AC Usage component of the DC power charge will be based upon the sum of either the instantaneous or busy hour average electric current readings, depending on the capabilities of the ammeter or other measurement device. <<customer_short_name>> may, at its sole cost and expense, install its own meters on those BDFBs located in its own caged Collocation Space(s) and may notify BellSouth if it would like to offer BellSouth the option of using such meters for the purposes of measuring <<customer_short_name>>'s actual power usage. In such case, BellSouth, or its BellSouth Certified Supplier, will have the option of reading and recording the actual power usage from either the meter installed or maintained by <<customer_short_name>> on <<customer_short_name>>'s own BDFB(s) or via a BellSouth provided measurement device. The usage reading for the option elected by BellSouth shall be used for purposes of calculating the DC power usage billing.
- 8.7.10.2 If BellSouth, or its BellSouth Certified Supplier, requires access to <<customer_short_name>>'s caged Collocation Space(s) for purposes of measuring the power usage, BellSouth or its BellSouth Certified Supplier shall provide <<customer_short_name>> with a minimum of forty-eight (48) hours notice that access is required. <<customer_short_name>> shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to <<customer_short_name>>'s caged Collocation Space(s). Once the date and time of access to <<customer_short_name>>'s caged Collocation Space(s) has been agreed upon, <<customer_short_name>> and BellSouth, or its BellSouth Certified Supplier, shall adhere to the agreed upon date and time, or provide a minimum of twenty-four (24) hours notice to the other Party if the original appointment(s) will be missed or must be canceled and rescheduled. If <<customer_short_name>> fails to provide access to its caged Collocation Space(s) or fails to provide BellSouth, or its BellSouth Certified Supplier, with sufficient notification of the missed appointment(s), as noted above, then <<customer_short_name>> shall pay the non-recurring "Additional Meter Reading Trip Charge", as set forth in Exhibit B of this Attachment, for each additional meter reading trip that must be rescheduled to measure <<customer_short_name>>'s power usage for such caged Collocation Space(s). <<customer_short_name>> and the BellSouth Certified Supplier may jointly agree to less stringent notification requirements to address, for example, any service interruption or restoration of service situations, on a location-by-location basis.
- 8.7.10.3 For each new caged collocation arrangement for which <<customer_short_name>> desires the TN Option, <<customer_short_name>> shall indicate on <<customer_short_name>>'s Initial Application that the TN Option is being selected. For each location that <<customer_short_name>> wishes to convert to the TN Option, <<customer_short_name>> will submit a Subsequent Application and agrees

to include in the Comments section of the Subsequent Application the following comment:

This Subsequent Application is <<customer_short_name>>'s certification that <<customer_short_name>> is opting to convert this caged collocation arrangement to the TN Option and will permit BellSouth, or the BellSouth Certified Supplier, to measure its actual power usage on all power feeds.

- 8.7.10.4 BellSouth will bill <<customer_short_name>> a Power Reconfiguration Only Application Fee, as set forth in Exhibit B of this Attachment, on the date that BellSouth provides an Application Response to each Subsequent Application submitted by <<customer_short_name>> requesting to convert a caged collocation arrangement to the TN Option. BellSouth shall then arrange for the measurement of <<customer_short_name>>'s actual power usage on each power feed (each A and B power feed) once each quarter at each of <<customer_short_name>>'s caged collocation arrangements for which <<customer_short_name>> has submitted an Initial or Subsequent Application electing the TN Option. Based upon the actual power usage measurement taken by BellSouth or the BellSouth Certified Supplier, BellSouth shall assess <<customer_short_name>> for AC power usage for the following quarter based upon <<customer_short_name>>'s actual metered usage for each power feed (both the A and B power feeds) or a minimum of ten (10) amps of -48V DC power usage for the sum of the A and B feeds for each power cable, whichever is greater. Such usage shall then be multiplied by the AC power consumption rate, set forth in Exhibit B of this Attachment, to determine the appropriate monthly recurring AC Usage charge that will be billed to <<customer_short_name>> for the following three (3) months or until the next AC power usage measurement is taken, whichever is later.
- 8.7.10.5 Either Party, within fifteen (15) days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If <<customer_short_name>> requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then <<customer_short_name>> will be responsible for paying the "Additional Meter Reading Trip Charge" contained in Exhibit B of this Attachment. If BellSouth requests a power usage reading be taken in this instance, then <<customer_short_name>> will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. If the readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If the readings do not vary outside these ranges, the initial reading will be used to calculate <<customer_short_name>>'s AC Usage charge for the next three (3) months.
- 8.7.10.6 In the event BellSouth elects to measure <<customer_short_name>>'s power using <<customer_short_name>>'s BDFB meter, then BellSouth, at any time and at its own

expense, shall have the right to verify the accuracy of <<customer_short_name>>'s BDFB meter by performing its own meter reading via an alternate method, such as, but not limited to, an ammeter. If the meter readings vary significantly, the Parties agree to perform a joint investigation. If <<customer_short_name>>'s BDFB meter is found to be in error, then <<customer_short_name>> agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Attachment are instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and calibration of the meters themselves. The readings must vary by more than ten (10) % or five (5) Amps, whichever is greater, before any recalibration, repair, or replacement will be required. If the BellSouth reading is substantiated, BellSouth shall adjust <<customer_short_name>>'s billing retroactive to the beginning of the quarter for which the last meter reading was taken.

- 8.7.10.7 When <<customer_short_name>> submits the appropriate Initial or Subsequent Application indicating its desire to elect the TN Option for a specific caged collocation arrangement in a particular BellSouth Premises, BellSouth will provide the associated Application Response pursuant to Section 6 of this Attachment. It will then be the responsibility of <<customer_short_name>> to submit a BFFO, indicating its desire to proceed with its request to elect the TN Option. After BellSouth receives the BFFO from <<customer_short_name>>, the Initial or Subsequent Application will be completed by BellSouth within the provisioning intervals contained in Section 7 of this Attachment and <<customer_short_name>> will be notified of the Space Ready Date or when the appropriate record and database changes have been made by BellSouth to reflect <<customer_short_name>>'s election of the TN Option (which will be considered the "Space Ready Date" for purposes of a Subsequent Application submitted to convert a specific caged collocation arrangement in a particular BellSouth Premises to the TN Option). BellSouth will not permit <<customer_short_name>> to elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing caged collocation arrangement. When a Subsequent Application is used to elect the TN Option and there are no other changes requested, billing for the recurring charges associated with the AC Usage and DC Power Infrastructure components will begin upon the Space Ready Date. If <<customer_short_name>> occupies the space prior to the Space Ready Date, for Initial Application requests only, the date <<customer_short_name>> occupies the space will be deemed the new Space Acceptance Date and billing for the AC Usage and DC Power Infrastructure components will begin on that date. When <<customer_short_name>> elects to move to the TN Option, the number of fused amps of DC Power infrastructure capacity requested by <<customer_short_name>> on its Initial or Subsequent Application will be used for calculating the number of amps to be billed for the AC Usage component until such time as BellSouth or its BellSouth Certified Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of <<customer_short_name>>'s power usage for the requested caged Collocation Space. As soon as this reading has been taken, BellSouth will adjust

- <<customer_short_name>>'s billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. BellSouth will also use this reading for billing purposes until the next quarterly meter reading is performed by BellSouth or its BellSouth Certified Supplier.
- 8.7.10.8 BellSouth shall assess <<customer_short_name>> the monthly recurring charge as set forth in Exhibit B of this Attachment for BellSouth's power plant infrastructure component of the DC power charges based upon the number of fused DC power amps requested by <<customer_short_name>>, as reflected by <<customer_short_name>> on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for the particular caged collocation arrangement(s) converted to the TN Option or any new caged collocation arrangement(s) for which <<customer_short_name>> has chosen the TN Option.
- 8.7.10.9 <<customer_short_name>> agrees to submit a Subsequent Application to notify BellSouth when <<customer_short_name>> has removed or installed telecommunications equipment in <<customer_short_name>>'s physical Collocation Space to ensure that <<customer_short_name>>'s existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in <<customer_short_name>>'s Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.
- 8.7.10.10 BellSouth will bill <<customer_short_name>> a monthly recurring charge per caged Collocation Space for each arrangement that <<customer_short_name>> has converted to the TN Option or has elected the TN Option for new caged Collocation Space. This "Meter Reading" monthly recurring rate element will be assessed to <<customer_short_name>> for the first twelve (12) power circuits (each A and B feed counts as two circuits), and then for each additional two (2) circuits, read by BellSouth or its BellSouth Certified Supplier, at the rates set forth in Exhibit B of this Attachment and based on whether the power meter is provided by BellSouth or its BellSouth Certified Supplier or <<customer_short_name>>.
- 8.7.11 In Alabama and Louisiana, <<customer_short_name>> has the option to purchase power directly from an electric utility company. Under such option, <<customer_short_name>> is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by <<customer_short_name>>. <<customer_short_name>>'s BellSouth Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If <<customer_short_name>> currently has power supplied by BellSouth,

<<customer_short_name>> may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc. utilized by <<customer_short_name>> in provisioning said power will be billed by BellSouth on an ICB basis.

- 8.7.12 In South Carolina, <<customer_short_name>> has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such option, <<customer_short_name>> is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by <<customer_short_name>>. <<customer_short_name>>'s BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the NESC standards, in the installing this power arrangement, just as BellSouth is required to comply with these codes. <<customer_short_name>> must submit an application to BellSouth for the appropriate amount of Collocation Space that <<customer_short_name>> requires in order to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the BellSouth Premises for the installation of <<customer_short_name>>'s power equipment and facilities. This type of power arrangement must be located in an appropriate area in the BellSouth Premises that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a competitive local exchange carrier (CLEC) that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. <<customer_short_name>> shall be responsible for the recurring charges associated with the additional space needed in the BellSouth Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested BellSouth Premises, BellSouth may seek a waiver of these requirements from the Commission for the BellSouth Premises requested. <<customer_short_name>> would have the option to order its power needs directly from BellSouth
- 8.7.13 In Alabama and Louisiana, if <<customer_short_name>> has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific

- BellSouth Premises, <<customer_short_name>> must submit a Subsequent Application to BellSouth. BellSouth will provide a response to such application within seven (7) days and no application fee will be assessed by BellSouth for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, <<customer_short_name>> will submit a Subsequent Application and the appropriate application fee will apply.
- 8.8 Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by BellSouth upon receipt of <<customer_short_name>>'s BFFO.
- 8.9 Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to <<customer_short_name>> in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of 3,600 records per request. The fiber cable record charge is for a maximum of 99 records per request. Cable Record fees will be assessed as a nonrecurring charge, upon receipt of <<customer_short_name>>'s BFFO, in all BellSouth states, except Louisiana. In Louisiana, Cable Record fees will be assessed on a monthly recurring charge basis, upon receipt of <<customer_short_name>>'s BFFO.
- 8.10 Security Escort. After <<customer_short_name>> has used its one accompanied site visit, pursuant to Section 5.12.1, and prior to <<customer_short_name>>'s completion of the BellSouth Security Training requirements, contained in Section 12 of this Agreement, a security escort will be required when <<customer_short_name>>'s employees, approved agent, supplier, or Guest(s) desire access to the entrance manhole or a BellSouth Premises. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and <<customer_short_name>> shall pay for such half-hour charges in the event <<customer_short_name>>'s employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.
- 8.11 Other. If no collocation rate element and associated rate is identified in Exhibit B of this Attachment, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.
- 9. Insurance**
- 9.1 <<customer_short_name>> shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 <<customer_short_name>> shall maintain the following specific coverage:

- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of <<customer_short_name>>'s real and personal property situated on or within a BellSouth Premises.
- 9.2.4 <<customer_short_name>> may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement, upon thirty (30) days notice to <<customer_short_name>>, to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by <<customer_short_name>> shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all of <<customer_short_name>>'s property has been removed from BellSouth's Premises, whichever period is longer. If <<customer_short_name>> fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from <<customer_short_name>>.
- 9.5 <<customer_short_name>> shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. <<customer_short_name>> shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from <<customer_short_name>>'s insurance company. <<customer_short_name>> shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance

17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 <<customer_short_name>> must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If <<customer_short_name>>'s net worth exceeds five hundred million dollars (\$500,000,000.00), <<customer_short_name>> may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2. <<customer_short_name>> shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to <<customer_short_name>> in the event that self-insurance status is not granted to <<customer_short_name>>. If BellSouth approves <<customer_short_name>> for self-insurance, <<customer_short_name>> shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of <<customer_short_name>>'s corporate officers. The ability to self-insure shall continue so long as the <<customer_short_name>> meets all of the requirements of this Section. If <<customer_short_name>> subsequently no longer satisfies the requirements of this Section, <<customer_short_name>> is required to purchase insurance as indicated by Section 9.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to <<customer_short_name>> to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Lien

- 10.1 If any mechanics lien or other liens are filed against property of either Party (BellSouth or <<customer_short_name>>), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the

enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of <<customer_short_name>>'s equipment and facilities in <<customer_short_name>>'s Collocation Space(s) prior to the activation of facilities and/or services between <<customer_short_name>>'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if <<customer_short_name>> adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide <<customer_short_name>> with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspections shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, <<customer_short_name>> will be required, at its own expense, to conduct a statewide investigation of criminal history records for each <<customer_short_name>> employee hired in the past five years being considered for work on a BellSouth Premises, for the states/counties where the <<customer_short_name>> employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. <<customer_short_name>> shall not be required to perform this investigation if an affiliated company of <<customer_short_name>> has performed an investigation of the <<customer_short_name>> employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if <<customer_short_name>> has performed a pre-employment statewide investigation of criminal history records of the <<customer_short_name>> employee for the states/counties where the <<customer_short_name>> employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 <<customer_short_name>> will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at www.interconnection.bellsouth.com/guides.
- 12.3 <<customer_short_name>> shall provide its employees and agents with picture identification, which must be worn and visible at all times while in <<customer_short_name>>'s Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and <<customer_short_name>>'s name. BellSouth reserves the right to remove from a BellSouth Premises any employee of <<customer_short_name>> not possessing identification issued by

- <<customer_short_name>> or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. <<customer_short_name>> shall hold BellSouth harmless for any damages resulting from such removal of <<customer_short_name>>'s personnel from a BellSouth Premises. <<customer_short_name>> shall be solely responsible for ensuring that any Guest(s) of <<customer_short_name>> is in compliance with all subsections of this Section.
- 12.4 <<customer_short_name>> shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. <<customer_short_name>> shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any of <<customer_short_name>>'s personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event <<customer_short_name>> chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, <<customer_short_name>> may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 <<customer_short_name>> shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 <<customer_short_name>> shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each <<customer_short_name>> employee or agent hired by <<customer_short_name>> within the last five years, who requires access to a BellSouth Premises to perform work in <<customer_short_name>> Collocation Space(s), <<customer_short_name>> shall furnish BellSouth certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, <<customer_short_name>> will disclose the nature of the convictions to BellSouth at that time. In the alternative, <<customer_short_name>> may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.

- 12.5.1 For all other <<customer_short_name>> employees requiring access to a BellSouth Premises pursuant to this Attachment, <<customer_short_name>> shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, <<customer_short_name>> shall promptly remove from the BellSouth Premises any employee of <<customer_short_name>> that BellSouth does not wish to grant access to a BellSouth Premises: 1) pursuant to any investigation conducted by BellSouth, or 2) prior to the initiation of an investigation if an employee of <<customer_short_name>> is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview <<customer_short_name>>'s employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to <<customer_short_name>>'s Security representative of such interview. <<customer_short_name>> and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving <<customer_short_name>>'s employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill <<customer_short_name>> for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that <<customer_short_name>>'s employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill <<customer_short_name>> for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of <<customer_short_name>>'s employees, agents, suppliers, or Guests and where <<customer_short_name>> agrees, in good faith, with the results of such investigation. <<customer_short_name>> shall notify BellSouth in writing immediately in the event that <<customer_short_name>> discovers one of its employees, agents, suppliers, or Guests already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. <<customer_short_name>> shall hold BellSouth harmless for any damages resulting from such removal of <<customer_short_name>>'s personnel from a BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephone(s) of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees, agents, suppliers, or Guests.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar force majeure circumstances to such an extent as to be rendered wholly unsuitable for <<customer_short_name>>'s permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for <<customer_short_name>>'s permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to <<customer_short_name>>, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. <<customer_short_name>> may, at its own expense, accelerate the rebuild of its Collocation Space and equipment provided, however, that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If <<customer_short_name>>'s acceleration of the project increases the cost of the project, then those additional charges will be incurred at <<customer_short_name>>'s expense. Where allowed and where practical, <<customer_short_name>> may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, <<customer_short_name>> shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for <<customer_short_name>>'s permitted use, until such Collocation Space is fully repaired and restored and <<customer_short_name>>'s equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where <<customer_short_name>> has placed an Adjacent Arrangement pursuant to Section 3.4, <<customer_short_name>> shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the date possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with a proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and <<customer_short_name>> shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

15. Nonexclusivity

- 15.1 <<customer_short_name>> understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of Collocation Space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing physical collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and <<customer_short_name>> agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended, and National Fire Protection Association (NFPA), NEC and National Electric Safety Codes (NESC) (Applicable Laws) requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and <<customer_short_name>> shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. <<customer_short_name>> should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for <<customer_short_name>> to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. <<customer_short_name>> will require its suppliers, agents, Guests, and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by <<customer_short_name>> when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the <<customer_short_name>> space with proper notification. BellSouth reserves the right to stop any <<customer_short_name>> work operation that imposes Imminent Danger to the environment, employees or other persons in or around a BellSouth Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at a BellSouth Premises by <<customer_short_name>> are owned by and considered the property of <<customer_short_name>>. <<customer_short_name>> will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written

BellSouth approval, no substantial new safety or environmental hazards can be created by <<customer_short_name>> or different hazardous materials used by <<customer_short_name>> at a BellSouth Premises. <<customer_short_name>> must demonstrate adequate emergency response capabilities for the materials used by <<customer_short_name>> or remaining at a BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by <<customer_short_name>> to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and <<customer_short_name>> will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and <<customer_short_name>> will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, <<customer_short_name>> must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and <<customer_short_name>> shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its employees, agents, suppliers, or Guests concerning its operations at a BellSouth Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, <<customer_short_name>> agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. <<customer_short_name>> further agrees to cooperate with BellSouth to ensure that <<customer_short_name>>'s employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps, which apply to the specific Environmental function being performed by <<customer_short_name>>, its employees, agents, suppliers, and/or Guests.
- 2.2 The most current version of the reference documentation must be requested from <<customer_short_name>>'s BellSouth Regional Contract Manager (RCM).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on BellSouth's Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O

		(OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<p>Procurement Manager (CRES Related Matters)-BST Supply Chain Services</p> <p>Fact Sheet Series 17000</p> <p>GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<p>Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact RCM Representative)</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<p>GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a BellSouth Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4

Remote Site Collocation

**REMOTE SITE COLLOCATION
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EXHIBIT A ENVIRONMENTAL AND SAFETY PRINCIPLES

EXHIBIT B RATES

BELLSOUTH
REMOTE SITE COLLOCATION

1. Scope of Attachment

- 1.1 Scope. The rates, terms, and conditions contained within this Attachment shall only apply when <<customer_short_name>> is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location (“Remote Collocation Space”) pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. However, if the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to <<customer_short_name>> Remote Collocation Space on rates, terms, and conditions that are just, reasonable, non-discriminatory, and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow <<customer_short_name>> to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by <<customer_short_name>> and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Remote Site Locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth Remote Site Locations other than those specified above.
- 1.3 Space Reservation.
- 1.3.1 In all states other than Florida, the number of bays specified by <<customer_short_name>> may contemplate a request for space sufficient to accommodate <<customer_short_name>>’s growth within a two-year period.
- 1.3.2 In the state of Florida, the number of bays specified by <<customer_short_name>> may contemplate a request for space sufficient to accommodate <<customer_short_name>>’s growth within an eighteen (18) month period.

- 1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies <<customer_short_name>> that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon <<customer_short_name>>'s request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for <<customer_short_name>>. <<customer_short_name>> agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for <<customer_short_name>>. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for <<customer_short_name>> as above, <<customer_short_name>> shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with <<customer_short_name>> in obtaining such permission.
- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. <<customer_short_name>> will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. <<customer_short_name>> shall use the Remote Collocation Space for the purposes of installing, maintaining and operating <<customer_short_name>>'s equipment (which may include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) in accordance with the Act and FCC and Commission rules. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded. . For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 1.8 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Optional Report

- 2.1 Space Availability Optional Report. Upon request from <<customer_short_name>>, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.
- 2.1.1 The request from <<customer_short_name>> for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4. If <<customer_short_name>> is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, <<customer_short_name>> may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, <<customer_short_name>> should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. <<customer_short_name>> should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) days of receipt of such request. BellSouth will make commercially reasonable efforts to respond in ten (10) days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) day response time, BellSouth shall notify <<customer_short_name>> and inform <<customer_short_name>> of the time frame under which it can respond.
- 2.2 Remote Terminal Information. Upon request, BellSouth will provide <<customer_short_name>> with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) days of a <<customer_short_name>> request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it

appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by <<customer_short_name>>, up to a maximum of thirty (30) wire centers per <<customer_short_name>> request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) <<customer_short_name>> agrees to pay the costs incurred by BellSouth in providing the information. Multiple Wire Center CLLI code requests may be place on one CD.

3. **Collocation Options**

3.1 **Cageless Collocation.** BellSouth shall allow <<customer_short_name>> to collocate <<customer_short_name>>'s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow <<customer_short_name>> to have direct access to <<customer_short_name>>'s equipment and facilities in accordance with Section 5.8. BellSouth shall make cageless collocation available in single bay increments. Except where <<customer_short_name>>'s equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, <<customer_short_name>> must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Section 7.4 following.

3.2 **Caged Collocation.** At <<customer_short_name>>'s option and expense, <<customer_short_name>> may arrange with a Supplier certified by BellSouth ("BellSouth Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, <<customer_short_name>> and <<customer_short_name>>'s BellSouth Certified Supplier must comply with the more stringent local building code requirements. <<customer_short_name>>'s BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at <<customer_short_name>>'s expense, documentation, which may include existing building architectural drawings, enclosure drawings, and specifications etc., necessary for <<customer_short_name>>'s BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. <<customer_short_name>>'s BellSouth Certified Supplier shall bill <<customer_short_name>> directly for all work performed for <<customer_short_name>> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by <<customer_short_name>>'s BellSouth Certified Supplier. <<customer_short_name>> must provide the local BellSouth Remote Site Location

contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access <<customer_short_name>>'s locked enclosure prior to notifying <<customer_short_name>> at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to <<customer_short_name>>'s Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for <<customer_short_name>>.

- 3.2.1 BellSouth may elect to review <<customer_short_name>>'s plans and specifications, if <<customer_short_name>> has indicated its desire to have <<customer_short_name>>'s BellSouth Certified Supplier construct the collocation arrangement enclosure, prior to allowing the construction to start, to ensure <<customer_short_name>>'s compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify <<customer_short_name>> of its desire to execute this review in BellSouth's Application Response to <<customer_short_name>>'s application. The Application Response is defined for purposes of this Attachment as BellSouth's written response that includes sufficient information for <<customer_short_name>> to place a firm order for the Remote Collocation Space it is requesting. If <<customer_short_name>>'s application does not indicate their desire to construct their own enclosure and <<customer_short_name>> subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then <<customer_short_name>> will resubmit its application, indicating its desire to construct its own enclosure. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of <<customer_short_name>>'s plans and specifications. Regardless of whether or not BellSouth elects to review <<customer_short_name>>'s plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Remote Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of <<customer_short_name>>'s written notification that the enclosure has been completed. BellSouth shall require <<customer_short_name>>, at <<customer_short_name>>'s expense, to remove or correct within seven (7) days after BellSouth has completed its inspection of <<customer_short_name>>'s caged Remote Collocation Space, any structure that does not meet <<customer_short_name>>'s plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

- 3.3 Shared Caged Collocation. <<customer_short_name>> may allow other telecommunications carriers to sublease <<customer_short_name>>'s Remote Collocation Space pursuant to terms and conditions agreed to by <<customer_short_name>> ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. <<customer_short_name>> shall notify BellSouth in writing upon execution of any

- agreement between the Host and its Guest prior to any application. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by <<customer_short_name>> that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and <<customer_short_name>>.
- 3.3.1 <<customer_short_name>>, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide <<customer_short_name>> with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each. BellSouth will not allocate less than one (1) bay per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, <<customer_short_name>> shall be the responsible Party to BellSouth for the purpose of submitting applications for bay placement for the Guest. In Florida the Guest may submit its own initial bay placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this nonrecurring fee on the date that BellSouth provides it written Application Response to the Guest(s) bona fide application.
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services, and/or access to UNEs. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable BellSouth tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 <<customer_short_name>> shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of <<customer_short_name>>'s Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent Remote Site collocation arrangement ("Adjacent Arrangement") on the property on which BellSouth's Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Adjacent Arrangement shall be constructed or procured by <<customer_short_name>> and in conformance with BellSouth's design and construction specifications. Further, <<customer_short_name>> shall construct, procure, maintain and operate said

Adjacent Arrangement pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Adjacent Arrangement.

- 3.4.1 Should <<customer_short_name>> elect Adjacent Collocation, <<customer_short_name>> must arrange with a BellSouth Certified Supplier to construct or procure an Adjacent Arrangement structure in accordance with BellSouth's specifications. Where local building codes require specifications more stringent than BellSouth's own specifications, <<customer_short_name>> and <<customer_short_name>>'s BellSouth Certified Supplier must comply with local building code requirements. <<customer_short_name>>'s BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. <<customer_short_name>>'s BellSouth Certified Supplier shall bill <<customer_short_name>> directly for all work performed for <<customer_short_name>> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by <<customer_short_name>>'s BellSouth Certified Supplier. <<customer_short_name>> must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access <<customer_short_name>>'s locked enclosure prior to notifying <<customer_short_name>> at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.
- 3.4.2 <<customer_short_name>> must submit its plans and specifications to BellSouth with its firm order. BellSouth shall review <<customer_short_name>>'s plans and specifications prior to construction of an Adjacent Arrangement to ensure compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) days after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of <<customer_short_name>>'s written notification that the Adjacent Arrangement has been completed. BellSouth shall require <<customer_short_name>>, at <<customer_short_name>>'s expense, to remove or correct within seven (7) days after BellSouth has completed its inspection of <<customer_short_name>>'s Adjacent Arrangement, any structure that does not meet its submitted plans and specifications or, BellSouth's specifications, as applicable.
- 3.4.3 <<customer_short_name>> shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At <<customer_short_name>>'s option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama

and Louisiana, at <<customer_short_name>>'s request and expense, BellSouth will provide DC power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law, BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), any and all safety and local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and intervals.

<<customer_short_name>> will pay for any and all (100%) DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins, and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. <<customer_short_name>>'s BellSouth Certified Supplier shall be responsible, at <<customer_short_name>>'s expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared caged Host/Guest collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

- 3.5 Co-Carrier Cross-Connects (CCXCs). A Co-Carrier Cross Connect (CCXC) is a cross connection between <<customer_short_name>> and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Remote Site Location. Where technically feasible, BellSouth will permit <<customer_short_name>> to interconnect between its Remote Collocation Space(s) and Remote Collocation Space(s) of another (or other) collocated telecommunications carrier(s) within the same BellSouth Remote Site Location via a CCXC, pursuant to FCC Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of CCXC between the two collocated carriers. The applicable BellSouth charges will be assessed to the collocated telecommunications carrier that requests the CCXC. <<customer_short_name>> is prohibited from using the Remote Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

- 3.5.1 <<customer_short_name>> must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by <<customer_short_name>>. Such cross-connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. <<customer_short_name>> shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize BellSouth common cable support structure. . There will be a recurring charge per linear foot, per cable, of the common cable support structure used by <<customer_short_name>> to provision the CCXC to the other collocated telecommunications carrier. In those instances where <<customer_short_name>>'s equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Remote Collocation Spaces, <<customer_short_name>> may use its own technicians to install the co-carrier cross connects using either

electrical or optical facilities between the sets of equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. <<customer_short_name>> shall deploy such optical or electrical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. .

<<customer_short_name>> shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) panel or LGX (Light Guide Cross-connect) panel. <<customer_short_name>> is solely responsible for ensuring the integrity of the signal.

- 3.5.2 To place an order for a CCXC, <<customer_short_name>> must submit an application to BellSouth. If no modification to the Remote Collocation Space is requested other than the placement of a CCXC, the Co-Carrier Cross Connect Application Fee for a CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, the Application Fee will apply. BellSouth will bill this nonrecurring charge on the date that it provides an Application Response to <<customer_short_name>>.

4. Occupancy

- 4.1 Space Ready Date. BellSouth will notify <<customer_short_name>> in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date").

- 4.2 Acceptance Walk Through. <<customer_short_name>> will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) days after BellSouth notifies <<customer_short_name>> that Remote Collocation Space is ready for occupancy ("Space Ready Date"). BellSouth will correct any deviations to <<customer_short_name>>'s original or jointly amended requirements within seven (7) days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If <<customer_short_name>> completes its acceptance walkthrough within the fifteen (15) day interval(s) associated with the applicable Space Ready Date, billing will begin upon the date of <<customer_short_name>>'s acceptance of the Remote Collocation Space ("Space Acceptance Date"). In the event that <<customer_short_name>> fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Remote Collocation Space shall be deemed accepted by <<customer_short_name>> on the Space Ready Date and billing will commence from that date.

- 4.3 Early Space Acceptance. If <<customer_short_name>> decides to occupy the Remote Collocation Space prior to the Space Ready Date, the date

- <<customer_short_name>> occupies the space is deemed the Space Acceptance Date and billing will begin from that date. <<customer_short_name>> must notify BellSouth in writing that its collocation equipment installation is complete. <<customer_short_name>>'s collocation equipment installation is complete, which is when <<customer_short_name>>'s equipment has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to <<customer_short_name>>'s customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice from <<customer_short_name>>.
- 4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, <<customer_short_name>> may terminate occupancy in a particular Remote Collocation Space by submitting an application requesting termination of occupancy for such Remote Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date <<customer_short_name>> and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that <<customer_short_name>> signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and <<customer_short_name>> jointly conduct an inspection, which confirms that <<customer_short_name>> has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate <<customer_short_name>>'s right to occupy the Remote Collocation Space in the event <<customer_short_name>> fails to comply with any provision of this Agreement, for such Remote Collocation Space..
- 4.4.1 Upon termination of occupancy, <<customer_short_name>>, at its sole expense, shall remove its equipment and other property from the Remote Collocation Space. <<customer_short_name>> shall have thirty (30) days from the BFFO date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of <<customer_short_name>>'s Guest(s), unless <<customer_short_name>>'s Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Remote Collocation Space to the Guest(s) prior to <<customer_short_name>>'s Termination Date.
- 4.4.2 <<customer_short_name>> shall continue payment of all monthly recurring charges to BellSouth until the date <<customer_short_name>>, and if applicable <<customer_short_name>>'s Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. If <<customer_short_name>> or <<customer_short_name>>'s Guest(s) fails to vacate the Remote Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other

- property of <<customer_short_name>> or <<customer_short_name>>'s Guest(s), in any manner that BellSouth deems fit, at <<customer_short_name>>'s expense and with no liability whatsoever for <<customer_short_name>>'s property or <<customer_short_name>>'s Guest(s)'s property.
- 4.4.3 Upon termination of <<customer_short_name>>'s right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and <<customer_short_name>> shall surrender such Remote Collocation Space to BellSouth in the same condition as when it was first occupied by <<customer_short_name>>, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. For CEVs and huts, <<customer_short_name>>'s BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, Record Drawings and ERMA Records. <<customer_short_name>> shall be responsible for the cost of removing any <<customer_short_name>> constructed enclosure, as well as any support structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation and use of any type of equipment that is necessary and will be used primarily for interconnection to BellSouth's network or for access to UNEs in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on <<customer_short_name>>'s failure to comply with this Section.
- 5.1.2.1 All <<customer_short_name>> equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.1.3 <<customer_short_name>> shall identify to BellSouth whenever <<customer_short_name>> submits a Method of Procedure ("MOP") adding equipment to <<customer_short_name>>'s Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in <<customer_short_name>>'s Remote Collocation Space. <<customer_short_name>> shall submit a copy of the list of any lien holders or other entities that have a financial interest to <<customer_short_name>>'s ATCC Representative.
- 5.2 No Marketing. <<customer_short_name>> shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 Equipment Identification. <<customer_short_name>> shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of <<customer_short_name>>'s equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify <<customer_short_name>>'s equipment in the case of an emergency. For caged Remote Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.4 Entrance Facilities. <<customer_short_name>> may elect to place <<customer_short_name>>-owned or <<customer_short_name>>-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. <<customer_short_name>> will provide and place copper cable through conduit from the Remote Collocation Space to the feeder distribution interface to the splice location of sufficient length for splicing by BellSouth. <<customer_short_name>> must contact BellSouth for authorization and instruction prior to placing any entrance facility cable.

- <<customer_short_name>> is responsible for maintenance of the entrance facilities that terminate into <<customer_short_name>>'s Remote Collocation Space.
- 5.5 Shared Use. <<customer_short_name>> may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to <<customer_short_name>>'s Remote Collocation Space within the same BellSouth Remote Site Location.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between <<customer_short_name>>'s equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. <<customer_short_name>> or its agent must perform all required maintenance to <<customer_short_name>> equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following.
- 5.7 Equipment and Facilities. <<customer_short_name>>, or if required by this Attachment, <<customer_short_name>>'s BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and network facilities used by <<customer_short_name>> which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include but are not limited to cable(s), equipment, and point of termination connections. <<customer_short_name>> and its selected BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.8 BellSouth Access. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications. Except in case of emergency, BellSouth will give notice to <<customer_short_name>> at least forty-eight (48) hours before access to the Remote Collocation Space is required. <<customer_short_name>> may elect to be present whenever BellSouth performs work in the Remote Collocation Space. The Parties agree that <<customer_short_name>> will not bear any of the expense associated with this work. In the case of an emergency, BellSouth will provide oral notice of entry as soon as possible and, upon request, will provide subsequent written notice.
- 5.9 Customer Access. Pursuant to Section 12, <<customer_short_name>> shall have access to its Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. <<customer_short_name>> agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of <<customer_short_name>> or <<customer_short_name>>'s Guest(s) with <<customer_short_name>>'s written request for access keys or cards (Access

Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by <<customer_short_name>> and returned to BellSouth Access Management within fifteen (15) days of <<customer_short_name>>'s receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Devices may not be duplicated under any circumstances. <<customer_short_name>> agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of <<customer_short_name>>'s employees, suppliers, agents, or Guests after termination of the employment relationship, the contractual obligation with <<customer_short_name>> ends, upon the termination of this Agreement, or upon the termination of occupancy of Remote Collocation Space in a specific BellSouth Premises. <<customer_short_name>> shall pay all applicable charges associated with lost or stolen Access Devices.

- 5.9.1 BellSouth will permit one (1) accompanied site visit, which will be limited to no more than one hour, to <<customer_short_name>>'s designated Remote Collocation Space, after receipt of the BFFO, without charge to <<customer_short_name>>. <<customer_short_name>> must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date <<customer_short_name>> desires to gain access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, <<customer_short_name>> may submit a request for its one (1) free accompanied site visit to its designated Remote Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event <<customer_short_name>> desires access to its designated Remote Collocation Space after the first accompanied free visit and <<customer_short_name>>'s access request form(s) has not been approved by BellSouth or <<customer_short_name>> has not yet submitted an access request form to BellSouth, <<customer_short_name>> shall be permitted to access the Remote Collocation Space accompanied by a BellSouth security escort, at <<customer_short_name>>'s expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. <<customer_short_name>> must request that escorted access be provided by BellSouth to <<customer_short_name>>'s designated Remote Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever <<customer_short_name>> or its approved agent or supplier requires access to the entrance manhole.

- 5.10 Lost or Stolen Access Keys. <<customer_short_name>> shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a

result of a lost Access Key(s) or for failure to return an Access Key(s), <<customer_short_name>> shall pay for all reasonable costs associated with the re-keying or deactivating the device(s).

- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, <<customer_short_name>> shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications routed through the Remote Site; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of <<customer_short_name>> violates the provisions of this paragraph, BellSouth shall provide written notice to <<customer_short_name>>, which shall direct <<customer_short_name>> to cure the violation within forty-eight (48) hours of <<customer_short_name>>'s receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct the inspection of the Remote Collocation Space.
- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if <<customer_short_name>> fails to take cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character which poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to <<customer_short_name>>'s equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to <<customer_short_name>> prior to the taking of such action and BellSouth shall have no liability to <<customer_short_name>> for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.11.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and <<customer_short_name>> fails to take curative action within forty-eight (48) hours,

- or such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to <<customer_short_name>> or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. Where BellSouth demonstrates that a certain technology deployed by <<customer_short_name>> is significantly degrading the performance of other advanced services or traditional voice band services, <<customer_short_name>> shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47CFR, Section 51.230 of the FCC's Rules, the degraded service shall not prevail against the newly-deployed technology.
- 5.12 Personalty and Its Removal. Facilities and equipment placed by <<customer_short_name>> in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personal property and may be removed by <<customer_short_name>> at any time. Any damage caused to the Remote Collocation Space by <<customer_short_name>>'s employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by <<customer_short_name>> at its sole expense.
- 5.13 Alterations. Under no condition shall <<customer_short_name>> or any person acting on behalf of <<customer_short_name>> make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by <<customer_short_name>>. An Alteration shall require the submission of an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides <<customer_short_name>> with an Application Response.
- 5.14 Upkeep of Remote Collocation Space. <<customer_short_name>> shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. <<customer_short_name>> shall be responsible for removing any of <<customer_short_name>>'s debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6. **Ordering and Preparation of Remote Collocation Space**

- 6.1 **Procedures and Intervals.** Should any state or federal regulatory agency impose procedures or intervals applicable to <<customer_short_name>> and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Attachment, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted after the effective date thereof.
- 6.2 **Remote Site Application.** When <<customer_short_name>> or <<customer_short_name>>'s Guest(s) desires to install a bay in a Remote Site Location, <<customer_short_name>> shall input a BellSouth Physical Expanded Interconnection Application Document ("Application") directly into BellSouth's electronic application (e.App) system for processing. The Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Application are completed with the appropriate type of information. An Application Fee, as set forth in Exhibit B, will apply to each Application submitted by <<customer_short_name>> and will be billed on the date BellSouth provides <<customer_short_name>> with an Application Response. The placement of an additional bay at a later date will be treated in the same fashion and an Application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.7, within an existing bay, does not require an Application.
- 6.3 **Availability of Space.** Upon submission of an Application, BellSouth will permit <<customer_short_name>> to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section, in which case, virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify <<customer_short_name>> of the amount that is available.
- 6.4 **Space Availability Notification.** For all states except Florida and Tennessee, BellSouth will respond to an Application within ten (10) days as to whether space is available or not available within a BellSouth Remote Site Location. . In Florida and Tennessee, BellSouth will respond to an Application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when <<customer_short_name>>'s Application is Bona Fide. If the Application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify <<customer_short_name>> of the amount of space that is available and no Application fee will apply. When

BellSouth's response includes an amount of space less than that requested by <<customer_short_name>> or space that is configured differently, no Application Fee shall apply. If <<customer_short_name>> decides to accept the available space, <<customer_short_name>> must resubmit its Application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When <<customer_short_name>> resubmits its Application to accept the available space, BellSouth will bill <<customer_short_name>> the appropriate Application Fee.

- 6.5 Denial of Application. If BellSouth notifies <<customer_short_name>> that no space is available (Denial of Application), BellSouth will not assess an Application Fee to <<customer_short_name>>. After notifying <<customer_short_name>> that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow <<customer_short_name>>, upon request, to tour the Remote Site Location within ten (10) days of such Denial of Application. In order to schedule this tour within ten (10) days, BellSouth must receive the request for the tour of the Remote Site Location within five (5) days of the Denial of Application.
- 6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit <<customer_short_name>> to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers who have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location. Sixty (60) days prior to Remote Collocation Space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when Remote Collocation Space will become available, BellSouth will notify the Commission and the telecommunications carriers on the

waiting list within two (2) business days of the determination that space will become available.

- 6.7.2 When Remote Collocation Space becomes available, <<customer_short_name>> must submit an updated, complete, and accurate Application to BellSouth within thirty (30) days of such notification that Remote Collocation Space will be available in the requested Remote Site Location previously out of space. If <<customer_short_name>> has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, <<customer_short_name>> may refuse such space and notify BellSouth in writing, within the thirty (3) day timeframe referenced above, that <<customer_short_name>> wishes to maintain its place on the waiting list for caged Remote Collocation Space, without accepting the available cageless Remote Collocation Space. <<customer_short_name>> may accept an amount of space less than what it originally requested by submitting an Application as set forth above, and, upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If <<customer_short_name>> does not submit an Application or notify BellSouth in writing within the thirty (3) day timeframe as described above, BellSouth will offer the available Remote Collocation Space to the next telecommunications carrier on the waiting list and remove <<customer_short_name>> from the waiting list. Upon request, BellSouth will advise <<customer_short_name>> as to its position on the waiting list for a particular Remote Site Location.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website, www.interconnection.bellsouth.com, a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that there is insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide Application, when Remote Collocation Space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the Remote Collocation Space available, BellSouth will provide an Application Response including sufficient information to enable <<customer_short_name>> to place a firm order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8. When <<customer_short_name>> submits ten (10) or more Applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

- 6.9.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when Remote Collocation Space has been determined to be available, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide Application. The Application Response will be a written response that includes sufficient information to enable <<customer_short_name>> to place a firm order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of <<customer_short_name>> or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. BellSouth will charge <<customer_short_name>> the Application Fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.
- 6.11 Bona Fide Firm Order.
- 6.11.1 <<customer_short_name>> shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response to <<customer_short_name>>'s Bona Fide Application or <<customer_short_name>>'s Application will expire.
- 6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of <<customer_short_name>>'s BFFO. BellSouth will acknowledge the receipt of <<customer_short_name>>'s BFFO within seven (7) days of receipt, so that <<customer_short_name>> will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions may be made to a BFFO.
- 7. Construction and Provisioning**
- 7.1 Construction and Provisioning Intervals.
- 7.1.1 In Florida and Tennessee, BellSouth will complete construction for Remote Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Remote Collocation Space after the initial space has been completed, BellSouth will complete construction for Remote Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by <<customer_short_name>>. If additional space has been requested by <<customer_short_name>>, BellSouth will complete construction for the requested Remote Collocation Space as soon as possible within a

- maximum of ninety (90) days from receipt of a BFFO for physical Remote Collocation Space and forty five (45) days from receipt of a BFFO for virtual Remote Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and <<customer_short_name>> cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for Remote Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant). Extraordinary conditions, include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Remote Collocation Space requested or BellSouth may seek a waiver from the interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.
- 7.1.3 If BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect, but not be limited, to make additional space available by rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide <<customer_short_name>> with the estimated completion date in its Application Response.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and <<customer_short_name>> will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Remote Collocation Space and the equipment configuration requirements, as reflected in the Application and affirmed in the BFFO.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of finalized construction designs and specifications.

- 7.4 Use of BellSouth Certified Supplier. <<customer_short_name>> shall select a supplier, which has been approved as a BellSouth Certified Supplier to perform all construction, engineering (as specified in TR 73503), installation, and removal work. <<customer_short_name>>, if a BellSouth Certified Supplier, or <<customer_short_name>>'s BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, <<customer_short_name>> must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide <<customer_short_name>> with a list of BellSouth Certified Suppliers, upon request. <<customer_short_name>>, if a BellSouth Certified Supplier, or <<customer_short_name>>'s BellSouth Certified Supplier(s) shall be responsible for installing <<customer_short_name>>'s equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and <<customer_short_name>> upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by <<customer_short_name>>, the BellSouth Certified Supplier shall bill <<customer_short_name>> directly for all work performed for <<customer_short_name>> pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by <<customer_short_name>>'s BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to <<customer_short_name>> or any supplier proposed by <<customer_short_name>> and will not unreasonably withhold certification. All work performed by or for <<customer_short_name>> shall conform to generally accepted industry standards.
- 7.5 Alarms and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. <<customer_short_name>> shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service <<customer_short_name>>'s Remote Collocation Space. Upon request, BellSouth will provide <<customer_short_name>> with applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by <<customer_short_name>>. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.
- 7.6 Virtual to Physical Remote Collocation Space Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations and physical Remote Collocation Space has subsequently become available, <<customer_short_name>> may relocate its existing virtual Remote Collocation Space(s) to physical Remote Collocation Space and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Remote Collocation Space. If BellSouth

knows when additional physical Remote Collocation Space may become available at the Remote Site Location requested by <<customer_short_name>>, such information will be provided to <<customer_short_name>> in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to <<customer_short_name>> within one hundred eighty (180) days of BellSouth's written denial of <<customer_short_name>>'s request for physical Remote Collocation Space, (ii) BellSouth had knowledge that the Remote Collocation Space was going to become available, and (iii) <<customer_short_name>> was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) day period, then <<customer_short_name>> may relocate its virtual Remote Collocation Space to a physical Remote Collocation Space and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. <<customer_short_name>> must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Remote Collocation Space to a physical Remote Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Remote Collocation Space to the new physical Remote Collocation Space.

- 7.6.1 In Alabama, BellSouth will complete a relocation of a virtual Remote Collocation Space to a cageless physical Remote Collocation Space within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual Remote Collocation Space to a caged physical Remote Collocation Space within ninety (90) days from BellSouth's receipt of a BFFO.
- 7.7 Virtual to Physical Conversion (In-Place). Virtual Remote Collocation Space may be converted to "in-place" physical caged Remote Collocation Space if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Remote Collocation Space; 2) the conversion of the virtual Remote Collocation Space will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; and 3) any changes to the existing Remote Collocation Space can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Remote Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill <<customer_short_name>> an Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to <<customer_short_name>>.
- 7.7.1 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in-place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified above in Section 7.7.
- 7.8 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, <<customer_short_name>> cancels its order for Remote Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring

- charge(s) for any and all work processes for which work has begun or been completed. In Florida, if <<customer_short_name>> cancels its order for Remote Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, <<customer_short_name>> will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of <<customer_short_name>> up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if <<customer_short_name>> cancels its order for Remote Collocation Space at any time prior to Space Acceptance, BellSouth will bill <<customer_short_name>> for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the firm order not been cancelled.
- 7.9 Licenses. <<customer_short_name>>, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Remote Collocation Space.
- 7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Rates. <<customer_short_name>> agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 8.2 Recurring Charges. If <<customer_short_name>> has met the applicable fifteen (15) day acceptance walkthrough interval specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event <<customer_short_name>> fails to complete an acceptance walkthrough within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If <<customer_short_name>> occupies the space prior to the Space Ready Date, the date <<customer_short_name>> occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in <<customer_short_name>>'s next billing cycle and will include any prorated charges for the period from <<customer_short_name>>'s Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2, to the date the bill is issued by BellSouth.
- 8.3 Application Fee. BellSouth shall assess a nonrecurring Application Fee, via a service order, on the date that BellSouth provides an Application Response. BellSouth will bill the appropriate non-recurring Application Fee on the date that BellSouth provides an Application Response to <<customer_short_name>>.

- 8.4 Bay Space. The bay space charge recovers the costs associated with air conditioning, ventilation and other allocated expenses for the maintenance of the Remote Site Location, and includes the amperage necessary to power <<customer_short_name>>'s equipment. <<customer_short_name>> shall remit bay space charges based upon the number of bays requested. BellSouth will assign Remote Collocation Space in conventional remote site bay lineups where feasible.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for <<customer_short_name>>'s Remote Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB) within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced above in Section 8.4. If the power requirements for <<customer_short_name>>'s equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis. BellSouth will revise <<customer_short_name>>'s recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by <<customer_short_name>>'s BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from <<customer_short_name>> certifying the completion of the power reduction, including the removal of the power cabling by <<customer_short_name>>'s BellSouth Certified Supplier.
- 8.6 Adjacent Collocation Power. Charges for AC power will be assessed on a per breaker ampere, per month basis. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by <<customer_short_name>>'s BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install the protection devices and power cables for Adjacent Collocation. <<customer_short_name>>'s BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At <<customer_short_name>>'s option, <<customer_short_name>> may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.7 Security Escort. After <<customer_short_name>> has used its one accompanied site visit, pursuant to Section 5.9.1, and prior to <<customer_short_name>>'s completion of the BellSouth Security Training requirements, contained in Section 12 of this Agreement, a security escort will be required when <<customer_short_name>>'s employees, approved agent, supplier, or Guest(s) desire access to the Remote Site Location. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and <<customer_short_name>> shall pay for such half-hour charges in the event <<customer_short_name>>'s employees,

- approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.
- 8.8 Other. If no collocation rate element and associated rate is identified in Exhibit B of this Attachment, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.
- 9. Insurance**
- 9.1 <<customer_short_name>> shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 <<customer_short_name>> shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of <<customer_short_name>>'s real and personal property situated on or within a BellSouth Premises and BellSouth's Remote Site Locations.
- 9.2.4 <<customer_short_name>> may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to <<customer_short_name>> to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by <<customer_short_name>> shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to a BellSouth Remote Site Location and shall remain in effect for the term of this Agreement or until all of <<customer_short_name>>'s property has been removed

- from BellSouth's Remote Site Location, whichever period is longer. If <<customer_short_name>> fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from <<customer_short_name>>.
- 9.5 <<customer_short_name>> shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. <<customer_short_name>> shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from <<customer_short_name>>'s insurance company. <<customer_short_name>> shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 <<customer_short_name>> must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If <<customer_short_name>>'s net worth exceeds five hundred million dollars (\$500,000,000.00), <<customer_short_name>> may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2. <<customer_short_name>> shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to <<customer_short_name>> in the event that self-insurance status is not granted to <<customer_short_name>>. If BellSouth approves <<customer_short_name>> for self-insurance, <<customer_short_name>> shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of <<customer_short_name>>'s corporate officers. The ability to self-insure shall continue so long as <<customer_short_name>> meets all of the requirements of this Section. If <<customer_short_name>> subsequently no longer satisfies the requirements of this Section, <<customer_short_name>> is required to purchase insurance as indicated by Section 9.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to <<customer_short_name>> to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises.

- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens are filed against property of either Party (BellSouth or <<customer_short_name>>), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of <<customer_short_name>>'s equipment and facilities in <<customer_short_name>>'s Remote Collocation Space(s) prior to the activation of facilities and/or services between <<customer_short_name>>'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if <<customer_short_name>> adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide <<customer_short_name>> with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspections shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, <<customer_short_name>> will be required, at its own expense, to conduct a statewide investigation of criminal history records for each <<customer_short_name>> employee hired in the past five years being considered for work on a BellSouth Remote Site Location, for the states/counties where the <<customer_short_name>> employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. <<customer_short_name>> shall not be required to perform this investigation if an affiliated company of <<customer_short_name>> has performed an investigation of the <<customer_short_name>> employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if <<customer_short_name>> has performed a pre-employment statewide investigation of criminal history records of the <<customer_short_name>> employee for the states/counties where the <<customer_short_name>> employee has worked and lived

- for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 <<customer_short_name>> will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at www.interconnection.bellsouth.com/guides.
- 12.3 <<customer_short_name>> shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in <<customer_short_name>>'s Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and <<customer_short_name>>'s name. BellSouth reserves the right to remove from its Remote Site Location any employee of <<customer_short_name>> not possessing identification issued by <<customer_short_name>> or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. <<customer_short_name>> shall hold BellSouth harmless for any damages resulting from such removal of <<customer_short_name>>'s personnel from BellSouth Remote Site Location. <<customer_short_name>> shall be solely responsible for ensuring that any Guest(s) of <<customer_short_name>> is in compliance with all subsections of this Section.
- 12.4 <<customer_short_name>> shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. <<customer_short_name>> shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any of <<customer_short_name>>'s personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event <<customer_short_name>> chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, <<customer_short_name>> may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 <<customer_short_name>> shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 <<customer_short_name>> shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 12.5 For each <<customer_short_name>> employee or agent hired by <<customer_short_name>> within five years prior to being considered for work on the BellSouth Premises or BellSouth's Remote Site Locations, who requires access to a BellSouth Remote Site Location to perform work in <<customer_short_name>>'s Remote Collocation Space(s), <<customer_short_name>> shall furnish BellSouth, a certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certifying that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, <<customer_short_name>> will disclose the nature of the convictions to BellSouth at that time. In the alternative, <<customer_short_name>> may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.
- 12.5.1 For all other <<customer_short_name>> employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, <<customer_short_name>> shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, <<customer_short_name>> shall promptly remove from the BellSouth Remote Site Location any employee of <<customer_short_name>> that BellSouth does not wish to grant access to a Remote Site Location: 1) pursuant to any investigation conducted by BellSouth, or 2) prior to the initiation of an investigation if an employee of <<customer_short_name>> is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview <<customer_short_name>>'s employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or Remote Site Location or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to <<customer_short_name>>'s Security representative of such interview. <<customer_short_name>> and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving <<customer_short_name>>'s employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill <<customer_short_name>> for all reasonable costs associated with investigations involving its employees, agents, or suppliers, or Guests if it is established and mutually agreed in good faith that <<customer_short_name>>'s employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill <<customer_short_name>> for BellSouth property, which is stolen or damaged, where an investigation determines the

culpability of <<customer_short_name>>'s employees, agents, suppliers, or Guests and where <<customer_short_name>> agrees, in good faith, with the results of such investigation. <<customer_short_name>> shall notify BellSouth in writing immediately in the event that <<customer_short_name>> discovers one of its employees, agents, suppliers, or Guests already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from a BellSouth Premises or Remote Site Location, any employee found to have violated the security and safety requirements of this Section. <<customer_short_name>> shall hold BellSouth harmless for any damages resulting from such removal of <<customer_short_name>>'s personnel from a BellSouth Premises.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephone(s) of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees, agents, suppliers, or Guests.

13. Destruction of Remote Collocation Space

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar Acts of God or force majeure circumstances beyond a Party's reasonable control to such an extent as to be rendered wholly unsuitable for <<customer_short_name>>'s permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for <<customer_short_name>>'s permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to <<customer_short_name>>, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government

regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only.

<<customer_short_name>> may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided, however, that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. A BellSouth Certified Vendor must perform a rebuild of equipment. If <<customer_short_name>>'s acceleration of the project increases the cost of the project, then those additional charges will be incurred at <<customer_short_name>>'s expense. Where allowed and where practical, <<customer_short_name>> may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, <<customer_short_name>> shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for <<customer_short_name>>'s permitted use, until such Remote Collocation Space is fully repaired and restored and <<customer_short_name>>'s equipment installed therein (but in no event later than thirty (30) days after the Remote Collocation Space is fully repaired and restored). Where <<customer_short_name>> has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, <<customer_short_name>> shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the date possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with a proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and <<customer_short_name>> shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

15. Nonexclusivity

- 15.1 <<customer_short_name>> understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of Remote Collocation Space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing physical collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and <<customer_short_name>> agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended, and National Fire Protection Association (NFPA) NEC and National Electric Safety Codes (NESC) (“Applicable Laws”) requirements. . Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and <<customer_short_name>> shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. <<customer_short_name>> should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for <<customer_short_name>> to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. <<customer_short_name>> will require its suppliers, agents, Guests and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by <<customer_short_name>> when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect <<customer_short_name>>’s Remote Collocation Space with proper notification. BellSouth reserves the right to stop any <<customer_short_name>> work operation that imposes Imminent Danger to the environment, employees or other persons in or around a Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned a BellSouth Remote Site Location by <<customer_short_name>> are owned by and considered the property of <<customer_short_name>>. <<customer_short_name>> will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created

by <<customer_short_name>> or different hazardous materials used by <<customer_short_name>> at the BellSouth Remote Site Location. <<customer_short_name>> must demonstrate adequate emergency response capabilities for the materials used by <<customer_short_name>> or remaining at a BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by <<customer_short_name>> to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and <<customer_short_name>> will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and <<customer_short_name>> will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, <<customer_short_name>> must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and <<customer_short_name>> shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its employees, agents, suppliers, or Guests concerning its operations at a Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, <<customer_short_name>> agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. <<customer_short_name>> further agrees to cooperate with BellSouth to ensure that <<customer_short_name>>'s employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by <<customer_short_name>>, its employees, agents, suppliers and/or Guests.

- 2.1.1 The most current version of reference documentation must be requested from <<customer_short_name>>'s BellSouth Regional Contract Manager (RCM).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material	Compliance with all applicable	• Std T&C 450

or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance<<customer_short_name>></p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact ATCC Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p>	<ul style="list-style-type: none"> • –Procurement Manager (CRES Related Matters)-BST Supply Chain Services

	Asbestos notification and protection of employees and equipment	<ul style="list-style-type: none"> • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a remote site location which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - South Carolina											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,883.67		0.51						
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,570.10		0.51						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.42								
		Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		400.33								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66								
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.27		1.21						
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.26		1.21						
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21						
		Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,409.00		1.21						
	Space Preparation															
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		3.95								
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		197.69								
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		219.19								
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		21.50								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.75								
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		3.24								
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		110.16								
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		602.05								
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,077.57								
	Power															
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		9.19								
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB		5.67								
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD		11.36								
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE		17.03								
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG		39.33								
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
					UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0341	12.32	11.83	6.04	5.45					
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74					
					WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSSE, UEPS, USL	PE1P1	1.12	22.08	15.96	6.42	5.80					
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning														

COLLOCATION - South Carolina											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPS	PE1P3	14.21	20.94	15.23	7.39	5.93						
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93						
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	5.01	25.61	19.90	9.73	8.26						
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPS, UEPSB, UEPSX, UEPC	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPD	PE1R4	0.0682	12.42	11.90	6.40	5.74		15.69				
	Security																
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.96	10.75								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.10	13.89								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.23	17.02								
		Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	74.72										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0601	27.85									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13									
	CFA																
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.71									
	Cable Records																
		Physical Collocation - Cable Records, per request			CLO	PE1CR		760.98	489.2	133.29							
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		327.65		189.54							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.82		5.91							
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.26		2.77							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.90		9.68							

COLLOCATION - South Carolina											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.68		77.30						
	Virtual to Physical															
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00								
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00								
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00								
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00								
	Entrance Cable															
		Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		794.22		22.54						
		Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	21.33									
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87								
VIRTUAL COLLOCATION																
	Application															
		Virtual Collocation - Application Fee			AMTFS	EAF		1,207.95		0.51						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.42								
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.66								
	Space Preparation															
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.95									
	Power															
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	9.19									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45					
		Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74					
		Virtual collocation - Special Access & UNE,cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL	CNC1X	1.12	22.08	15.96	6.42	5.80					
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93					
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93					

COLLOCATION - South Carolina											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0317	12.32	11.83	6.04	5.45						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0634	12.42	11.90	6.40	5.74						
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.71									
Cable Records	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		760.98	489.20	133.29							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65		189.54							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.82		5.91							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.26		2.77							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.90		9.68							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68		77.30							
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.96	10.75								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.10	13.89								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.23	17.02								
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.89								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02								
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		794.22		22.54							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	18.66										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		308.38		168.60							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	246.44										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.13									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.13									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64									
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		234.50									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.96	10.75								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.10	13.89								

COLLOCATION - South Carolina											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.23	17.02								
	Adjacent Remote Site Collocation																
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
	Virtual Remote Site Collocation																
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		616.76		337.19							
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	246.44										
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		232.25									
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.27									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40										
		Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0264	12.32	11.83	6.04	5.45						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0527	12.42	11.90	6.40	5.74						
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.08	15.96	6.42	5.80						
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	14.00	20.94	15.23	7.39	5.93						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.37	20.94	15.23	7.40	5.93						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.53	25.61	19.90	9.73	8.26						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,580.20									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.67										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.36										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.03										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	39.33										
	NOTE: Rates displaying an "R" in the interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where Momentum is utilizing its own switch, Momentum shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.
- 1.2 Where BellSouth provides local switching or resold services to Momentum, BellSouth will provide Momentum with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Momentum acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Momentum may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to Momentum) telephone numbers per rate center if the following conditions are met:
 - 1.2.1 Momentum must: (1) indicate that all of the intermediate numbers currently held by Momentum in each rate center where Momentum will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where Momentum will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by Momentum in the rate center where Momentum is requesting telephone numbers has reached at least 75%.
 - 1.2.2 The above information will be provided by Momentum by submitting to BellSouth a fully completed “CO Code Assignments Months To Exhaust Certification Worksheet – TN Level” (“MTE Worksheet”), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where Momentum will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by Momentum to End Users by the total number of intermediate numbers held by Momentum in the rate center and multiplying the result by one hundred (100).
 - 1.2.3 If fulfilling Momentum’s request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy Momentum’s request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the

appropriate Commission if the numbering request is denied by the national administrator) to satisfy Momentum's request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by Momentum for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

- 1.2.4 Momentum agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.3 above.
- 1.3 Momentum acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a number plan area (NPA). These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted per the jeopardy guidelines developed by the industry, BellSouth may request that Momentum cancel all or a portion of its unassigned intermediate numbers. Momentum's consent to BellSouth's request shall not be unreasonably withheld.

2. LOCAL NUMBER PORTABILITY

- 2.1 The Parties will offer Local number portability (LNP) in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
- 2.2 Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP SMS.
- 2.3 Network Architecture. The Parties agree to adhere to applicable FCC rules and orders governing LNP network architecture.
- 2.4 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
- 2.5 N-1 Query. The Parties agree to adhere to applicable FCC rules and orders governing LNP N-1 queries.
- 2.6 Porting of Reserved Numbers and Suspended Lines. End Users of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, End Users of each Party may port reserved numbers that the End User has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's End User may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.
- 2.7 Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and

MultiServ groups) to be split in connection with an LNP request. BellSouth and Momentum shall permit End Users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2 of this Agreement. In the event no rate is set forth in Attachment 2, then the Parties shall negotiate a rate for such services.

- 2.8 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.9 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.10 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.
- 2.11 BellSouth and Momentum will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.
- 2.12 Where Momentum utilizes BellSouth's LNP Query Service, BellSouth shall bill and Momentum shall pay the query charge associated with LNP Query Service as set forth in Attachment 2. To receive the LNP Query Service charge set forth in Attachment 2, Momentum shall fill out and submit the Interconnection data sheet for BellSouth LNP Query Service. The form can be obtained on www.interconnection.bellsouth.com under BellSouth LNP Query Service and click on forms. Once the form has been filled out and submitted the LNP Query charge will take effect on the approved date. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

3. OSS RATES

- 3.1 The terms, conditions and rates for OSS utilized in connection with LNP are as set forth in Exhibit A of Attachment 2.

4. LNP IN CONJUNCTION WITH LOCAL SWITCHING

- 4.1 Where Momentum purchases local switching from BellSouth, the Parties shall adhere to the following processes:
- 4.2 When Momentum submits an LSR for services, if the telephone number associated with the services requested resides in a switch other than BellSouth's, then BellSouth will submit an LNP LSR to the appropriate switch owner. Momentum shall be responsible for reimbursing BellSouth for any costs or charges imposed on BellSouth by the switch owner resulting from the submission of the LNP LSR. Any costs or charges imposed on BellSouth by the switch

owner resulting from the submission of the LNP LSR will be billed to Momentum in a timely manner upon receipt from the switch owner. In addition, Momentum shall pay to BellSouth the manual service order charges specified in Exhibit A of Attachment 2 of this Agreement for BellSouth's creation and submission of the LNP LSR to the appropriate switch owner.

- 4.3 Working telephone numbers, telephone numbers for which payment has been made to reserve and telephone numbers that are in a denied state (but not disconnected) or suspended status may be subject to porting.

Attachment 6

**Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair**

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**

- 1.1 BellSouth shall provide to Momentum nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that Momentum can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide Momentum with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's Interconnection Web site and is incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate requests for both current and projected demands of Momentum and other CLECs in the aggregate. Guidelines for ordering and pre-ordering are set forth in the Local Ordering Handbook located at the BellSouth Interconnection Web site.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 BellSouth shall provide Momentum nondiscriminatory access to its OSS and the necessary information contained therein in order that Momentum can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of Momentum to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Momentum's access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference.
- 2.1.1 Momentum agrees to comply with the provisions of the Operations Support Systems (OSS) Interconnection Volume Guidelines as set forth at BellSouth's Interconnection Web site.
- 2.2 Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that Momentum can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference.

BellSouth shall provide to Momentum customer service records in compliance with applicable Performance Measurement Metrics as set forth in Attachment 9. The process by which BellSouth and Momentum will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below. If electronic access is not available, BellSouth shall provide to Momentum such information within twenty-four (24) hours.

Momentum shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. Momentum shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Momentum shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. Subject to the same exclusions that apply to BellSouth's delivery of customer service records, Momentum shall use commercially reasonable efforts to provide to BellSouth access to customer service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

- 2.2.1 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. Momentum will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit Momentum's access to customer record information. If a BellSouth audit of Momentum's access to customer record information reveals that Momentum is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Momentum may take corrective action, including but not limited to suspending or terminating Momentum's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.2.2 BellSouth will make available electronic interfaces for the purpose of accessing customer record information. Each pre-order interface shall be available twenty-four (24) hours a day, seven (7) days a week, less reasonable periods required for regular maintenance and scheduled down-time. BellSouth shall use its best efforts to perform maintenance and schedule down-time during evening hours and on weekends, and will post its scheduled down-time on BellSouth's Interconnection Web site.
- 2.3 Ordering. BellSouth will make available to Momentum electronic interfaces for the purpose of exchanging order information, including order status and

completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference as they are amended from time to time. The process by which BellSouth and Momentum will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.

- 2.3.1 Momentum shall place orders for services by submitting a local service request ("LSR") to BellSouth. BellSouth shall bill Momentum an electronic service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means of an electronic interface. BellSouth shall bill Momentum a manual service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the electronic Interfaces (e.g. mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").
- 2.3.1.1 Momentum may submit an LSR to request that an End User's service be temporarily suspended, denied, or restored. Alternatively, Momentum may submit a list of such End Users if Momentum provides a separate PON for each location on the list. Each location will be billed as a separate LSR.
- 2.3.1.2 BellSouth will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 2.3.1.3 Notwithstanding the foregoing, BellSouth will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 2.3.1.4 BellSouth shall provide Momentum notification of disconnects, via an electronic process known as the Line Loss notification report, which is available at BellSouth's Interconnection Web site.
- 2.4 Provisioning. BellSouth shall provision services during its regular working hours. To the extent Momentum requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project managers to work outside of regular working hours, overtime charges set forth in BellSouth's State E Tariff, Section 13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of Momentum, BellSouth will not assess Momentum additional charges beyond the rates and charges specified in this Agreement.

- 2.4.1 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Momentum (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Momentum for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1 (E).
- 2.4.1.1 BellSouth will use the requirements as set forth in the Local Ordering Handbook located at the BellSouth Interconnection Web site to meet the Desired Due Date (DDD) that Momentum shall specify on each LSR.
- 2.4.2 Cancellation Charges. If Momentum cancels an LSR for network elements or resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4.
- 2.4.2.1 Notwithstanding the foregoing, if Momentum places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where Momentum places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, Momentum may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Momentum elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.
- 2.4.3 Service Date Advancement Charges (Expedites). For Service Date Advancement requests by Momentum, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in Exhibit A of Attachment 2 of this Agreement will apply. If the due date is not advanced as requested, this charge will not apply.
- 2.4.4 Order Modification Charges. If Momentum modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be

paid by Momentum in accordance with Exhibit A of Attachment 2 of this Agreement.

- 2.5 Maintenance and Repair. BellSouth will make available to Momentum electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference. The process by which BellSouth and Momentum will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and Momentum agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's Interconnection Web site.
- 2.5.1 The CLEC is responsible for testing and isolating troubles on all Network Elements and providing the results of its tests to BellSouth when reporting a problem that is suspected to be on BellSouth's network. In the situation where BellSouth's test results conclusively indicate a problem in its network and a dispatch is subsequently made to resolve the problem, but no trouble is found in BellSouth's network, no charges will apply for any dispatching and testing required by BellSouth in order to confirm the Network Element's working status. Otherwise, if Momentum reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge Momentum for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status. If within thirty (30) days of the original trouble report a subsequent trouble report is received by BellSouth reporting the identical trouble conditions, and BellSouth determines the source of the original trouble to be within the BellSouth Network, Momentum may use the Billing Dispute Resolution process to recover the associated Maintenance of Services charges that were applied since the original report date for this circuit or line.. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1.
- 2.5.2 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Momentum, BellSouth will bill Momentum for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will access the applicable Maintenance of Service charge from BellSouth's FCC No. 1 Tariff, Section 13.3.1 (E).

- 2.5.3 BellSouth agrees to advise Momentum of any central office failure or other major service interruption that are known at the time of an inquiry or trouble report in a manner equivalent to the process provided to BellSouth's retail services.
- 2.5.4 BellSouth's technicians shall not leave Momentum's End Users with any portion of its billing form indicating the amount Momentum will be billed for BellSouth's services.
- 2.6 Billing. BellSouth will provide Momentum nondiscriminatory access to billing information as specified in Attachment 7 to this Agreement.
- 2.7 Change Management. BellSouth and Momentum agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. BellSouth and Momentum agree to comply with the provisions of the documented Change Control Process as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to Momentum at BellSouth's Interconnection Web site.
- 2.8 Rates. Unless otherwise specified herein, charges for the use of BellSouth's Operations Support Systems (OSS), and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the rates set forth in the applicable Attachment of this Agreement.
- 2.9 The Commissions in some states have ordered per element manual additive nonrecurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A of Attachment 2.
- 3. MISCELLANEOUS**
- 3.1 Pending Orders. To the extent that Momentum submits an LSR with incomplete, incorrect or conflicting information, BellSouth will return the LSR to Momentum for clarification. Momentum shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If Momentum does not submit a supplement LSR within thirty (30) days, BellSouth will cancel the original LSR and Momentum shall be required to submit a new LSR, with a new PON.

- 3.2 Single Point of Contact. Momentum will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Momentum to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. Momentum and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by Momentum to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. BellSouth will notify Momentum that such a request has been processed but will not be required to notify Momentum in advance of such processing.
- 3.2.1 Neither BellSouth nor Momentum shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 BellSouth shall return a Firm Order Confirmation (FOC) or Local Service Request (LSR) clarification in accordance with the intervals specified in Attachment 9 of this Agreement.
- 3.2.2.1 Subject to the same exclusions that apply to BellSouth's delivery of FOCs, Momentum shall use commercially reasonable efforts to provide to BellSouth an FOC within twenty-four (24) hours of a complete and accurate LSR submission, exclusive of Saturdays, Sundays and holidays.
- 3.2.2.2 Subject to the same exclusions that apply to BellSouth's delivery of an LSR clarification, Momentum shall use commercially reasonable efforts to provide to BellSouth an LSR clarification within twenty-four (24) hours of an incomplete or inaccurate LSR submission, exclusive of Saturdays, Sundays and holidays.
- 3.2.3 Use of Facilities. When an End User of Momentum elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Momentum by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer service from an End User or from a CLEC. BellSouth will notify Momentum that such a request has been processed after the disconnect order has been completed. The processing flow of these orders will be done in a manner which does not intentionally cause unnecessary service disruption to Momentum's customer's service, unless

otherwise applicable according to the ordering activity types. In the event that numerous unintentional errors occur, Momentum may request to meet with BellSouth to resolve such errors.

- 3.3 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed 24 hours per day, 7 days per week. BellSouth will close trouble tickets after making a reasonable effort to contact Momentum for authorization to close a ticket. BellSouth will place trouble tickets in delayed maintenance status after making a reasonable effort to contact Momentum to request additional information or to request authorization for additional work deemed necessary by BellSouth.
- 3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.
- 3.4.1 When Momentum's End User, served by resale or loop and port combinations, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the interexchange carrier elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to Momentum, which has the billing relationship with that End User, and Momentum may pass such charge to the End User.

Attachment 7

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Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to Momentum under this Agreement. BellSouth will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format may change in accordance with applicable industry standards.
 - 1.1.1 For any service(s) BellSouth receives from Momentum, Momentum shall bill BellSouth in CBOS format.
 - 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
 - 1.1.3 BellSouth will render bills each month on established bill days for each of Momentum's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in BellSouth's Non-Regulated Services Pricing List N6.
 - 1.1.4 BellSouth will bill Momentum in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
 - 1.1.4.1 For resold services, charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Momentum, and Momentum will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.
 - 1.1.5 BellSouth will not perform billing and collection services for Momentum as a result of the execution of this Agreement.
- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, Momentum will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to

establish accounts for Local Interconnection, Network Elements and Other Services and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), if applicable, Access Customer Name and Abbreviation (ACNA), if applicable, Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Momentum may not order services under a new account established in accordance with this Section 1.2 until thirty (30) days after all information specified in this Section 1.2 is received from Momentum.

1.2.1 Company Identifiers. If Momentum needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when Momentum has already been conducting business utilizing those Company Identifiers, Momentum shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to all of Momentum's End User records and any other changes to BellSouth systems or Momentum records, and will be handled in a separately negotiated agreement or as otherwise required by BellSouth.

1.2.2 Tax Exemption. It is the responsibility of Momentum to provide BellSouth with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual Momentum entity purchasing Services under this Agreement. Upon BellSouth's receipt of a properly completed tax exemption certificate, subsequent billings to Momentum will not include those taxes or fees from which Momentum is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and Momentum shall pay all applicable taxes and fees. In the event that Momentum believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to BellSouth's receipt of a properly completed exemption certificate, BellSouth shall assign to Momentum its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by BellSouth, BellSouth shall, after receiving a written request from Momentum and at Momentum's sole expense, pursue such refund claim on behalf of Momentum, provided that Momentum promptly reimburses BellSouth for any costs and expenses incurred by BellSouth in pursuing such refund claim, and provided further that BellSouth shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to Momentum. Momentum shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by Momentum to its End Users.

- 1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon BellSouth's request, Momentum shall complete the BellSouth Credit Profile (BellSouth form) and provide information to BellSouth regarding Momentum's credit and financial condition. Based on BellSouth's analysis of the BellSouth Credit Profile and other relevant information regarding Momentum's credit and financial condition, BellSouth reserves the right to require Momentum to provide BellSouth with a suitable form of security deposit for Momentum's account(s). If, in BellSouth's sole discretion, circumstances so warrant and/or Momentum's gross monthly billing has increased, BellSouth reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Momentum's "accounts receivables and proceeds".
- 1.3.1 Security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by Momentum. Any such security deposit shall in no way release Momentum from its obligation to make complete and timely payments of its bill(s). If BellSouth requires Momentum to provide a security deposit, Momentum shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of BellSouth's request, as applicable. Deposit request notices will be sent to Momentum via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in BellSouth's General Subscriber Services Tariff (GSST).
- 1.3.2 Security deposits collected under this Section 1.3 shall not exceed two (2) months' estimated billing. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Momentum has received service from BellSouth during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Momentum or BellSouth has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, Momentum and BellSouth shall agree on a level of estimated billings based on all relevant information.
- 1.3.3 In the event Momentum fails to provide BellSouth with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Momentum may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, BellSouth shall apply any security deposit to Momentum's final bill for its account(s).
- 1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by Momentum as security under this Agreement, Momentum shall renew such letter

of credit or provide BellSouth with evidence that Momentum has obtained a suitable replacement for the letter of credit. If Momentum fails to comply with the foregoing, BellSouth shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for Momentum accounts(s). If Momentum provides a security deposit or additional security deposit in the form of a surety bond as required herein, Momentum shall renew the surety bond or provide BellSouth with evidence that Momentum has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Momentum fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Momentum's account(s). If the credit rating of any bonding company that has provided Momentum with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to Momentum that Momentum must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If Momentum fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Momentum's account(s). Notwithstanding anything contained in this Agreement to the contrary, BellSouth shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by Momentum as security hereunder if Momentum defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

- 1.4 Payment Responsibility. Payment of all charges will be the responsibility of Momentum. Momentum shall pay invoices by check, utilizing wire transfer services or automatic clearing house services. Momentum shall make payment to BellSouth for all services billed excluding disputed amounts submitted to BellSouth that are awaiting resolution. BellSouth will not become involved in billing disputes that may arise between Momentum and Momentum's End User.
- 1.4.1 Payment Due. Payment for services provided by BellSouth, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify BellSouth of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by BellSouth. If the Remittance Information is not received with payment, BellSouth will be unable to apply amounts paid to Momentum's accounts. In such event, BellSouth shall notify Momentum the Remittance Information has not been received. If BellSouth does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.
- 1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or

on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 0, below, shall apply.

- 1.4.1.2 Late Payment. If the undisputed portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment and/or interest charge shall be due to BellSouth. The late payment and/or interest charge shall apply to the portion of the payment not received, and shall be assessed as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, or pursuant to the applicable state law as determined by BellSouth. In addition to any applicable late payment and/or interest charges, Momentum may be charged a fee for all returned checks at the rate set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.5 Discontinuing Service to Momentum. The procedures for discontinuing service to Momentum are as follows:
 - 1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
 - 1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.
 - 1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's End Users or customers. Additionally, at the time of Discontinuance, BellSouth will remove any Local Service Freezes in place on the billed Party's End Users.
 - 1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.
 - 1.5.2 BellSouth reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by Momentum of the rules and regulations of BellSouth's tariffs.
 - 1.5.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, BellSouth will provide

written notice to Momentum that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 0 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1: (1) within seven (7) days following such notice for CABS billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests.

- 1.5.3.1 The Suspension notice shall also provide that all past due charges for CRIS and IBS billed services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.
- 1.5.3.2 For CABS billed services, BellSouth will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that BellSouth provides the Suspension notice.
- 1.5.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, BellSouth will provide written notice that BellSouth may Discontinue the provision of existing services to Momentum if payment of such amounts, and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 0 above or in the case of a deposit in accordance with Section 1.3.1, within thirty (30) days following such written notice; provided, however, that BellSouth may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.5.
- 1.5.5 BellSouth may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after BellSouth provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) Momentum has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:
 - (1) BellSouth has sent the subject bill(s) to Momentum within (7) business days of the bill date(s), verifiable by records maintained by BellSouth:
 - i. in paper or CDROM form via the United States Postal Service (USPS),
or
 - ii. in magnetic tape form via overnight delivery, or

iii. via electronic transmission; or

(2) BellSouth has sent the subject bill(s) to Momentum, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

1.5.6 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.

1.5.7 Momentum is solely responsible for notifying the End User of the Discontinuance of service. If, within seven (7) days after Momentum's services have been Discontinued, Momentum pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of the GSST, then BellSouth will reestablish service for Momentum.

1.5.7.1 Termination. If within seven (7) days after Momentum's service has been Discontinued and Momentum has failed to pay all past due charges as described above, then Momentum's service will be Terminated.

1.6 Notices. Notwithstanding anything to the contrary in this Agreement, notices regarding billing matters, disconnection of services for nonpayment of charges, and rejection of additional orders from Momentum, shall be forwarded to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement. The notice of discontinuance of services purchased by Momentum under this Agreement provided for in Section 1.5.4 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

2. BILLING DISPUTES

2.1 The Parties shall electronically submit all billing disputes to each other utilizing email or other electronic method upon agreement. The Parties will utilize BellSouth's RF-1461 form or another format mutually agreed upon. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of BellSouth's denial, or partial denial, of the billing dispute, if Momentum is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by Momentum by such sixtieth (60th) day, Momentum will pursue the escalation process as outlined in Section 2.1.1 below.

2.1.1 If no dispute resolution has been received within sixty (60) days of the dispute notification date, Momentum will contact BellSouth's designated first level of escalation. That first level of escalation will commit to resolve the dispute within an interval that is mutually agreed upon.

- 2.1.1.1 If Momentum receives a dispute resolution, but is not satisfied with BellSouth's dispute resolution, Momentum will initially contact BellSouth's representative who prepared the dispute response. After review of the dispute with that representative, if Momentum elects to pursue the dispute, they must utilize the Billing Dispute Escalation Matrix, set forth on BellSouth's Interconnection Services Web site. Momentum will escalate disputes within five (5) days of denial or partial denial by BellSouth.
- 2.1.1.1.1 At each level of escalation, BellSouth's designated escalation contact will commit to respond to Momentum's escalation within an interval that is mutually agreeable. If that commitment is not met, or if the response from that level of escalation does not satisfy Momentum, if Momentum elects to pursue the dispute, they must immediately escalate to BellSouth's next highest level of escalation. If Momentum does not elect to pursue the dispute by utilizing the escalation process, BellSouth's resolution will be considered as accepted by Momentum and the dispute will be closed.
- 2.1.1.2 If after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 of a specific amount of money actually billed by BellSouth. The billing dispute must be clearly explained by Momentum and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within BellSouth's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by BellSouth. Claims by Momentum for damages of any kind will not be considered a billing dispute for purposes of this Section. If BellSouth resolves the billing dispute, in whole or in part, in favor of Momentum, any credits and applicable late payment charges to Momentum as a result thereof shall be applied to Momentum's account by BellSouth upon resolution of the billing dispute. If the billing dispute is resolved in favor of BellSouth, Momentum will pay any charges that were withheld, including applicable late payment charges immediately upon resolution.
- 2.3 The Parties will mutually agree upon a process to periodically reconcile outstanding billing disputes.
- 2.4 [Parties Disagree]

[Momentum Version] The Parties can backbill for services rendered under this Agreement up to ninety (90) days after the invoice for those services has been rendered, with thirty (30) days advance notice that the backbilling will occur.

[BellSouth Version, proposed in Section 27.1 of the GT&Cs] Momentum shall pay the charges set forth in this Agreement. In the event that BellSouth is unable to bill the applicable rate or not rate is established or included in this Agreement **such charges incurred under this Agreement, including back billing and billing disputes, are subject to a one (1) year limitations period. However, both Parties recognize that situations exist which may necessitate billing beyond one (1) year and to the extent not bound by the applicable limitations period. These exceptions are:**

- Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party and such records have not been provided in a timely manner.
- Charges incorrectly billed due to erroneous information supplied by the non-billing Party.
- Rates requiring true-up pursuant to Commission, FCC, or court order.

3. REVENUE ACCOUNTING OFFICE (RAO) HOSTING

- 3.1 Centralized Message Distribution System (CMDS) is a national message exchange system administered by Telcordia Technologies (“Telcordia”) used to transmit alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation. It is also used to transmit access records from one company to another.
- 3.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host companies (“Host”) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center (“Indirect Participants”).
- 3.3 Revenue Accounting Office (RAO) Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant’s provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.
- 3.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for

billing. CATS applies to calls that originate within one Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e. billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User's bill is the Billing Company

- 3.5 The Non-InterCompany Settlement (NICS) System is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within BellSouth's territory.
- 3.6 RAO Hosting, CATS and NICS services provided to Momentum by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.7 Momentum shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.8 Charges or credits, as applicable, will be applied by BellSouth to Momentum on a monthly basis in arrears. Amounts due (excluding adjustments) are due on or before the next bill date.
- 3.9 Momentum must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, Momentum must request that BellSouth establish a unique hosted RAO code for Momentum. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 3.10 BellSouth will receive messages from Momentum that are to be processed by BellSouth, another Local Exchange Carrier (LEC) in the BellSouth region or a LEC outside the BellSouth region. Momentum shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.11 BellSouth will perform invoice sequence checking, standard Exchange Message Interface (EMI) format editing, and balancing of message data with the EMI trailer record counts on all data received from Momentum.
- 3.12 All data received from Momentum that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.

- 3.13 All data received from Momentum that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.14 BellSouth will receive messages from the CMDS network that are destined to be processed by Momentum and will forward them to Momentum on a daily basis for processing.
- 3.15 Transmission of message data between BellSouth and Momentum will be via CONNECT: Direct. The CMDS files will be created on a daily basis Monday through Friday, except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium.
- 3.15.1 All messages and related data exchanged between BellSouth and Momentum will be EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.16 Momentum will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 3.17 Should it become necessary for Momentum to send data to BellSouth more than sixty (60) days past the message date(s), Momentum will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or Momentum, where necessary, to notify all affected LECs.
- 3.18 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data.
- 3.19 Should an error be detected by the EMI format edits performed by BellSouth on data received from Momentum, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Momentum of the error. Momentum will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Momentum will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.20 In association with message distribution service, BellSouth will provide Momentum with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.21 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.22 Intercompany Settlements Messages

- 3.22.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Momentum as a facilities based provider of local exchange telecommunications services.
- 3.22.2 BellSouth will receive the monthly NICS and CATS reports from Telcordia on behalf of Momentum and will distribute copies of these reports to Momentum on a monthly basis.
- 3.22.3 Through CATS, BellSouth will collect the revenue earned by Momentum from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Momentum. BellSouth will remit the revenue billed by Momentum to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Momentum. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Momentum via a Carrier Access Billing System (CABS) miscellaneous bill on a monthly basis in arrears.
- 3.22.4 Through NICS, BellSouth will collect the revenue earned by Momentum within the BellSouth territory from another LEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Momentum. BellSouth will remit the revenue billed by Momentum within the BellSouth region to the LEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Momentum via a CABS miscellaneous bill on a monthly basis in arrears.
- 3.22.5 BellSouth and Momentum agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.
- 3.23 Rates. Rates for CMDS are as set forth in Exhibit A. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

DUF & CMDS - South Carolina												Attachment: 7 Exh A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
CMDS																	
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message											0.004					
	CMDS: Data Transmission (CONNECT:DIRECT), per message											0.001					

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a separate license agreement negotiated with BellSouth.

Attachment 9
Performance Measurements

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <http://pmap.bellsouth.com>.

The following Service Quality Measurements (SQM) plan as it presently exists and as it may be modified in the future, is being included as the performance measurements currently in place for the state of Tennessee. At such time that the TRA issues a subsequent Order pertaining to Performance Measurements, such Performance Measurements shall supersede the SQM contained in the Agreement.

Attachment 10**BellSouth Disaster Recovery Plan****CONTENTS****PAGE**

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a CLEC, general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the FCC to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available at the following BellSouth Interconnection Services Web site: <http://interconnection.bellsouth.com/products/vertical/tsp.html>. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's ECC and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the ECC. Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE ECC

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELL SOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the CO is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a CO

When BellSouth loses a CO, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.

5.2.2 Loss of a CO with SWC Functions

The loss of a CO that also serves as a SWC will be restored as described in Section 5.2.1.

5.2.3 Loss of a CO with Tandem Functions

When BellSouth loses a CO building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally

found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and
- e) If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at <http://www.interconnection.bellsouth.com/network/disaster/index.html>. Information concerning Mechanized Disaster Reports can also be found at this Web site by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrdocs.html>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS**1. BONA FIDE REQUEST**

- 1.1 The Parties agree that Momentum is entitled to order any Network Element, interconnection option or service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when Momentum makes a request of BellSouth to provide a new or modified Network Element, interconnection option or other service option pursuant to the Act that was not previously provided for in this Agreement.
- 1.2 A BFR shall be submitted in writing by Momentum and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include Momentum's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to Momentum's designated BellSouth Sales contact or Local Contract Manager (LCM).
- 1.3 Within two (2) business days of receipt of a BFR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from Momentum at any time during the processing of the BFR.
- 1.4 Within thirty (30) business days of BellSouth's receipt of the BFR, if the preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall respond to Momentum by providing a preliminary analysis of the new or modified Network Element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the new or modified Network Element, interconnection option or service option or confirm that BellSouth will not offer the new or modified Network Element, interconnection option or service option.
- 1.5 For any new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission, if the preliminary analysis states that BellSouth will offer the new or modified Network Element, interconnection option or service option, the preliminary analysis will include an estimate of the costs of utilizing existing resources, both

personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted BellSouth departments, determination of required resources, project management resources, etc. (Development Rate) including a general breakdown of such costs associated with the Network Element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that BellSouth will not offer the new or modified Network Element, interconnection option or service option, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified Network Element, interconnection option or service option, should actually be submitted as a NBR or is otherwise not required to be provided under the Act. If BellSouth cannot provide the Network Element, interconnection option or service option by the requested date, BellSouth shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Momentum's requested date.

- 1.6 For any new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission, if BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall notify Momentum within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If Momentum accepts the complex request evaluation fee proposed by BellSouth, Momentum shall submit such fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required. Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to Momentum by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.
- 1.7 Momentum may cancel a BFR at any time up until thirty (30) business days after receiving BellSouth's preliminary analysis. If Momentum cancels the BFR within thirty (30) business days after receipt of

BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.

- 1.8 Momentum will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If Momentum fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled. Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified Network Element, interconnection option or service option quoted in the preliminary analysis.
- 1.9 Notwithstanding any other provision of this Agreement, BellSouth shall propose a firm price quote, including the firm Development Rate, the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of Momentum's accurate BFR application for a Network Element, interconnection option or service option that is operational at the time of the request; thirty (30) business days of receipt of Momentum's accurate BFR application for a new or modified Network Element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of Momentum's accurate BFR application for a new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than ten percent (10%).
- 1.10 Momentum shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, BellSouth will credit Momentum's account for the difference if a fee has been paid per section 1.6.
- 1.11 Unless Momentum agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.
- 1.12 If Momentum believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution

in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

- 1.13 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.

2 New Business Request

- 2.1 Momentum also shall be permitted to request the development of new or modified facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment 11. A New Business Request (NBR) is to be used by Momentum to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested NBR Services) and is not required by the Act.
- 2.2 An NBR shall be submitted in writing by Momentum and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The request shall be sent to Momentum's designated BellSouth Sales contact or LCM.
- 2.3 Within two (2) business days of receipt of an NBR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the NBR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from Momentum at any time during the processing of the NBR.
- 2.4 If the preliminary analysis of the request NBR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, BellSouth shall respond to Momentum by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested NBR Services or confirm that BellSouth will not offer the Requested NBR Services.
- 2.5 If the preliminary analysis states that BellSouth will offer the Requested NBR Services, the preliminary analysis will include an estimate of the

Development Rate including a general breakdown of costs and the date the request can be met. If BellSouth cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Momentum's requested date.

- 2.6 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, BellSouth shall notify Momentum within ten (10) business days of BellSouth's notice that a complex request evaluation fee is required prior to the evaluation of the NBR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request. If Momentum accepts the complex request evaluation fee amount proposed by BellSouth, Momentum shall submit such complex request evaluation fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required.
- 2.7 Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to Momentum by providing a preliminary analysis of such Requested NBR Services.
- 2.8 Momentum may cancel an NBR at any time. If Momentum cancels the request more than ten (10) business days after submitting it, Momentum shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation in addition to any fee submitted in accordance with Section 1.6 above.
- 2.9 Momentum will have thirty (30) business days from receipt of the preliminary analysis to accept the preliminary analysis or cancel the NBR. If Momentum fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.
- 2.10 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.
- 2.11 BellSouth shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of Momentum's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of Momentum's accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the

complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than ten percent (10%).

- 2.12 Momentum shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, BellSouth will credit Momentum's account for the difference.
- 2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required and the Parties shall negotiate such agreement or amendment in good faith.

**JOINT ISSUES MATRIX DOCKET NO. 2006-54-C
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**

	ISSUE DESCRIPTION	BELLSOUTH POSITION	MOMENTUM POSITION
2	<p>TRRO / FINAL RULES: What is the appropriate language to implement the FCC's transition plan for (1) switching, (2) high capacity loops and (3) dedicated transport as detailed in the FCC's Triennial Review Remand Order ("TRRO"), issued February 4, 2005?</p>	<p><u>Switching</u> For the embedded base of local switching, CLECs should submit orders by 10/1/05 or as soon as possible to convert or disconnect their embedded base of UNE-P or standalone local switching. This will give BellSouth time to work with each CLEC to ensure all embedded base elements are identified, negotiate project timelines, issue and process service orders, update billing records, and perform all necessary cutovers. If a CLEC fails to submit orders to convert UNE-P lines to alternative arrangements in a timeframe that allows the orders to be completed by 3/10/06, BellSouth will convert remaining UNE-P lines to the resale equivalent no later than 3/11/06. For any remaining stand-alone switch ports, BellSouth will disconnect these arrangements no later than 3/11/06, as there is no other tariff or wholesale alternative for stand-alone switch ports.</p> <p><u>High Capacity Loops and Dedicated Transport</u> For unimpaired wire centers where the FCC's competitive thresholds are met or impaired wire centers where the FCC's caps apply, CLECs should submit spreadsheets by 12/9/05 or as soon as possible identifying the embedded base and excess DS1 and DS3 loops and transport circuits to be disconnected or converted to other BellSouth services (BellSouth and other active parties have agreed that the DS1 transport cap applies to routes for which there is no unbundling obligation for DS3 transport, but for</p>	<p>CompSouth's proposed contract language (provided in full as Exhibit JPG-1 to the testimony of CompSouth witness Joseph Gillan) implements the changes in BellSouth's obligations to provide loops, transport, switching, and dark fiber UNEs pursuant to Section 251(c)(3) obligations. CompSouth's contract language proposals also provide for availability of Section 271 checklist elements that must remain available even where Section 251(c)(3) UNEs have been "de-listed" by the FCC. Existing interconnection agreements ("ICAs") should be amended to incorporate Section 271 checklist items that will, in many cases, provide the wholesale service that will replace Section 251(c)(3) network elements.</p> <p>CompSouth's proposed contract language facilitates the completion of the transition plan as contemplated by the FCC in the TRRO. CLECs are entitled to transition rates for any UNEs that are "de-listed" until March 10, 2006. BellSouth's contract proposals would force CLECs off the transition pricing plan well before the end of the FCC-mandated transition period (and before meaningful Section 271 alternatives are made available). CompSouth is willing to work cooperatively with BellSouth to ensure that circuits subject to the transition off Section 251(c)(3) UNEs are processed efficiently. In no circumstances should CLEC cooperation with BellSouth to ensure an orderly</p>

**JOINT ISSUES MATRIX DOCKET NO. 2006-54-C
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**

	ISSUE DESCRIPTION	BELLSOUTH POSITION	MOMENTUM POSITION
		<p>which impairment exists for DS1 transport). The wire centers that satisfy the FCC's impairment tests are those identified in Ms. Tipton's testimony, and the Commission should require CLECs to convert their de-listed high capacity loops and transport facilities in these wire centers to alternative serving arrangements. The Commission should also reject any CLEC attempts to improperly recalculate business line counts, reject CLECs' unsupported fiber-based collocation language, and reject CLECs' arguments concerning counting AT&T and SBC as one company. If a CLEC does not provide notice in a timely manner to accomplish orderly conversions by 3/10/06, BellSouth will convert any remaining embedded or excess high capacity loops and interoffice transport to the corresponding tariff service offerings.</p> <p><u>Dark Fiber</u> CLECs should submit spreadsheets to identify their embedded base dark fiber to be either disconnected or converted to other services by 6/10/06. If CLECs do not submit orders in a timely manner so that conversions can be completed by 9/11/06, BellSouth will convert any remaining dark fiber loops or embedded base dark fiber transport to corresponding tariff service offerings.</p> <p>The appropriate language also includes the following:</p> <ul style="list-style-type: none"> • The transition period applies only to the 	<p>transition result in CLECs' being forced to pay higher rates than the FCC authorized during the transition period.</p> <p>The Commission should find that BellSouth is entitled to apply transition rates for delisted UNEs retroactively to March 11, 2005, only to the extent it makes EEL eligibility criteria, commingling and conversion rights effective retroactively to the same date.</p>

**JOINT ISSUES MATRIX DOCKET NO. 2006-54-C
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**

	ISSUE DESCRIPTION	BELLSOUTH POSITION	MOMENTUM POSITION
		<p>embedded base of UNE arrangements and does not permit CLECs to add new UNE-Ps, high capacity loops, high capacity transport, or UNE entrance facilities</p> <ul style="list-style-type: none"> • The transition process must begin and end within the transition period and may not be extended to some later date • The transition rate is the rate the CLEC paid for the element or combination of elements on June 15, 2004, plus the FCC' s prescribed transitional additive for that particular element. For UNE switching, the additive is \$1.00. For UNE high capacity loops and transport, the additive is 15% of the rate paid (i.e., a rate equal to 115% of the rate paid as of June 15, 2004). • Transition period pricing applies for each de-listed UNE retroactively to March 11, 2005. Facilities no longer subject to unbundling shall be subject to true-up to the applicable transition rate upon amendment of the interconnection agreements as part of the applicable change of law process. • The transition rates will not go into effect without a contract amendment but once the agreement is amended, the transition rate must be trued-up to the March 11, 2005 transition period start date. • The transition rates apply only while the 	

**JOINT ISSUES MATRIX DOCKET NO. 2006-54-C
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**

	ISSUE DESCRIPTION	BELLSOUTH POSITION	MOMENTUM POSITION
		CLEC is leasing the de-listed element from BellSouth during the transition period. Once the de-listed UNE is converted to an alternative service, the CLEC will be billed the applicable rates for that alternative service going forward.	
3	<p>TRRO / FINAL RULES:</p> <p>a) How should existing ICAs be modified to address BellSouth's obligation to provide network elements that the FCC has found are no longer Section 251(c)(3) obligations?</p> <p>b) What is the appropriate way to implement in new agreements pending in arbitration any modifications to BellSouth's obligations to provide network elements that the FCC has found are no longer Section 251(c)(3) obligations?</p>	(a) and (b) Network elements that are no longer required to be unbundled pursuant to Section 251(c)(3) must be removed from existing interconnection agreements, subject to the appropriate transition language, and should not be included in new agreements. The appropriate contract language, whether in amendments to existing interconnection agreements or in new agreements that reflect the results of this docket, should be promptly executed following the conclusion of this proceeding so that transitions are completed by March 10, 2006.	<p>(a) The Commission's decisions in this proceeding should form the basis for ICA amendments implementing changes in BellSouth's unbundling obligations. Except to the extent parties agree otherwise,* ICA amendments should be completed in a timely manner after the conclusion of this proceeding. Existing ICAs should only be modified, however, regarding disputed issues that are within the scope of this proceeding. If an issue covered by an existing ICA is not in dispute in this proceeding (or was not even affected by the FCC's TRO or TRRO rulings), then the current contract language addressing that issue should not be affected by the decisions in this proceeding.</p> <p>CompSouth is troubled that BellSouth has filed, along with its testimony in this proceeding, an entirely new ICA Attachment 2 regarding its unbundling obligations. BellSouth's proposed new Attachment 2 addresses issues related to the TRO and TRRO that are <i>not disputed</i> in this proceeding (e.g., EELs eligibility criteria). In addition,</p>

**JOINT ISSUES MATRIX DOCKET NO. 2006-54-C
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			<p>BellSouth's proposal includes contract language on many issues that were not affected in any way by the recent changes in law arising from the TRO and TRRO (e.g., white pages directory listings and intercarrier compensation). CompSouth urges the Commission not to adopt any part of BellSouth's proposed new Attachment 2 and to reject entirely consideration of those that are unrelated to the disputed issues in this case. Rather, BellSouth must specifically identify those portions of its Attachment 2 that apply directly to the issues in this proceeding, and, to the extent the Commission agrees with BellSouth's position, only the specified contract language should be included in ICA amendments.</p> <p>* NuVox and Xspedius have an agreement with BellSouth not to amend their existing interconnection agreements to incorporate changes of law stemming from the <i>TRRO</i>.</p> <p>(b) The appropriate way to implement in new agreements pending in arbitration modifications arising from this proceeding would depend on how the parties to the arbitration have treated the issue. If the issue resolved in this case is an unresolved disputed issue in a pending arbitration, the Commission's ruling in this case should govern the resolution of the arbitration. If the issue resolved in this case is <i>not</i> an unresolved disputed issue in a pending arbitration, and the parties to the arbitration</p>

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			<p>have agreed that they will abide by their negotiated resolutions notwithstanding the results in this case, those resolutions should be honored. On the other hand, absent such a specific agreement, either party to the arbitration should be able to invoke the change of law provisions of the interconnection agreement once the agreement is approved by the Commission. That approach would enable the parties to adopt the new rulings by this Commission in an orderly manner consistent with any specific agreements they may have concerning how those rulings should be addressed.</p> <p>NuVox and Xspedius have an agreement with BellSouth to incorporate changes of law stemming from the <i>TRRO</i> into their newly arbitrated interconnection agreements by folding the results of this proceeding back into their arbitrations and the arbitrated interconnection agreements that result therefrom.</p>
4	<p>TRRO / FINAL RULES: What is the appropriate language to implement BellSouth's obligation to provide Section 251 unbundled access to high capacity loops and dedicated transport?</p>	<p>BellSouth has a continuing obligation to offer Section 251 access to high capacity loops and transport except as set forth below:</p> <p><u>Loops</u></p> <ul style="list-style-type: none"> • BellSouth is not obligated to provide Section 251 unbundled access to DS1 loops to buildings that are served out of wire centers containing at least 	<p>(i) – (ii) CompSouth has proposed contract language that faithfully implements the FCC's decisions regarding availability of high capacity loops and dedicated transport UNEs. CompSouth' differences with BellSouth are not focused so much on the appropriate definitions of the terms used in the TRRO, but on how those definitions are applied. In summary, CompSouth recommends that the FCC's</p>

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	<p>(i) Business Line</p> <p>(ii) Fiber-Based Collocation</p> <p>(iii) Building</p> <p>(iv) Route</p> <p>(v) Is a CLEC entitled to obtain DS3 transport from a Tier 3 wire center to each of two or more Tier 1 or Tier 2 wire centers? (Digital Agent Issue 17)</p> <p>(vi) Is a CLEC entitled to obtain dark fiber transport from a Tier 3 wire center to each of two or more Tier 1 or Tier 2 wire centers? (Digital Agent Issue 18)</p>	<p>60,000 business lines and 4 or more fiber-based collocators.</p> <ul style="list-style-type: none"> BellSouth is not obligated to provide Section 251 unbundled access to DS3 loops to buildings that are served out of wire centers containing at least 38,000 business lines and 4 or more fiber-based collocators. In the wire centers in which BellSouth has a Section 251 unbundling obligation, CLECs may only obtain unbundled access to 10 DS1 loops to any one building and 1 DS3 loop to any one building. BellSouth is not obligated to provide Section 251 unbundled access to dark fiber loops. <p><u>Transport</u></p> <ul style="list-style-type: none"> BellSouth is not obligated to provide Section 251 unbundled access to DS3 or dark fiber transport on routes containing at least 24,000 business lines or 3 fiber based collocators. For routes between all other wire centers (and not those contemplated in the preceding sentence) a CLEC may only obtain unbundled access to 12 DS3 dedicated transport circuits on such routes. On routes for which there is no unbundling obligation for DS3 transport, but for which impairment exists for DS1 transport, CLECs may only obtain unbundled access to 10 DS1 dedicated transport circuits on such routes. BellSouth is not obligated to provide Section 251 unbundled access to DS1 transport on routes between 	<p>definitions be read and applied in their entirety and that potentially contradictory parts of such definitions be applied in a way that harmonizes the various provisions that comprise the definition. BellSouth's positions, by contrast, pull out and highlight particular provisions of certain definitions in a way that distorts the overall meaning of the FCC's definition. BellSouth's approach consistently leads to more non-impairment in more locations than is justified by the plain terms of the TRRO.</p> <p>For example, when BellSouth applies the appropriate test to determine whether DS1 access must be offered as a UNE under Section 251(c)(3) – i.e., when it classifies its wire centers according to the number of business lines and fiber-based collocators – it improperly inflates the business line count by including lines used to provide data services and serve residential customers. Similarly, BellSouth's original estimate of the number of fiber-based collocators has been revised downward after review of information from CLECs demonstrating they do not qualify as fiber-based collocators in certain central offices.</p> <p>(iii) The FCC did not define what it meant by "building" when it limited the availability of loops to particular numbers of buildings. CompSouth proposes a reasonable definition that recognizes how telecommunications services are provided to various</p>

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		<p>wire centers with at least 38,000 business lines or 4 fiber-based collocators.</p> <p><u>Definitions</u> For the purposes of implementing the FCC 's non-impairment thresholds, the following definitions should apply:</p> <p>“Business line” is defined by the FCC in 47 C.F.R. Section 51.5.</p> <p>“Building” should be defined from the perspective of a reasonable person — if a reasonable person believes a structure is a building, then it is a building. For example, a multi-tenant building is one building regardless of the number of tenants that work or live in that building.</p> <p>“Fiber-based collocator” is defined by the FCC in 47 C.F.R. Section 51.5.</p> <p>“Route” is defined by the FCC in 47 C.F.R. Section 51.319(e).</p> <p>Business lines include BellSouth retail and resold business switched access lines as reported in BellSouth’s year-end 2004 ARMIS 43-08 report, all UNE loops connected to a wire center, including UNE loops provisioned in combination with other unbundled elements, and business UNE-P lines. All ISDN and other digital access lines, whether BellSouth’s lines or UNE lines, shall be counted with</p>	<p>types of structures; the CompSouth definition, for example, notes the differences between “buildings” where a single versus multiple “minimum points of entry” (“MPOE”) have been established by the building owners. These distinctions have an impact on the way telecommunications services are provided in office complexes, strip malls, and other settings often served by CLECs targeting the small business market.</p> <p>(iv) – (vi) No position at this time.</p>

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		<p>their full system capacity; that is, each 64 kbps-equivalent is counted as one line. This Commission should reject any CLEC arguments that would improperly narrow the business line definition or result in a factually-intensive inquiry. The FCC has made clear its “test requires ILECs to count business lines on a voice grade equivalent basis. In other words, a DS1 loop counts as 24 business lines, not one” (<i>See</i> Sept. 9, 2005, Brief for FCC Respondents, United States Court of Appeals, D.C. Cir., No. 05-1095), and CLECs have conceded as such by seeking reconsideration of the business line definition. Likewise, the FCC has made clear that its test includes all UNE loops. <i>See TRRO</i>, ¶ 105.</p> <p>If there is no impairment for dedicated transport at the wire centers comprising the end points of the transport portion of an EEL, then BellSouth does not have to provision that portion of the EEL on an unbundled basis. If the threshold for the wire center serving the loop location is met, BellSouth does not have to provision that portion of the EEL on an unbundled basis. Where the competitive thresholds have been met for both the loop and transport portions of the EEL, the service is not available on an unbundled basis.</p> <p>BellSouth is no longer obligated to provide unbundled access to entrance facilities.</p>	

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5	<p>TRRO / FINAL RULES:</p> <p>a) Does the Commission have the authority to determine whether or not BellSouth's application of the FCC's Section 251 non-impairment criteria for high-capacity loops and transport is appropriate?</p> <p>b) What procedures should be used to identify those wire centers that satisfy the FCC's Section 251 non-impairment criteria for high-capacity loops and transport?</p> <p>c) What language should be included in agreements to reflect the procedures identified in (b)?</p>	<p>(a) The FCC is the appropriate agency to determine whether BellSouth has properly applied its criteria, but because this Commission must approve contract language that governs the transition for de-listed UNEs and the parties do not agree on the wire centers that satisfy FCC's impairment criteria, this Commission should confirm that the wire centers identified by BellSouth satisfy the FCC's impairment thresholds.</p> <p>(b) This Commission should confirm that BellSouth has applied the appropriate procedures to identify the wire centers that currently satisfy the FCC's impairment thresholds (including the procedures identified in the parties' stipulated process regarding the identification of fiber-based collocators).</p> <p>To the extent wire centers are later found to meet the FCC's no impairment criteria using the process identified in this proceeding, BellSouth will notify CLECs of these new wire centers via a Carrier Notification Letter. The non-impairment designation will become effective 10 business days after posting the Carrier Notification Letter. Beginning on the effective date, BellSouth would no longer be obligated to offer high capacity loops and dedicated transport as UNEs in such wire centers, except pursuant to the self-certification process. High capacity loop and transport UNEs that were in service when the subsequent wire center determination was</p>	<p>(a) Yes, the Commission has authority to determine whether BellSouth's application of the FCC's Section 251 non-impairment criteria for high-capacity loops and transport is appropriate. Moreover, the Commission has authority to approve ICA amendments and, where appropriate in the alternative, new ICAs reflecting the appropriate terms for implementing the FCC's criteria.</p> <p>(b) In this proceeding, CompSouth is challenging BellSouth's identification of wire centers allegedly meeting the FCC's Section 251 non-impairment criteria. CompSouth's challenge is based on: (1) BellSouth systematic over-counting of "business lines" based on a flawed view of the FCC's definition of that term; (2) problems with the accuracy of BellSouth method for identifying "fiber-based collocators"; (3) the question of whether the nearly-completed merger of SBC and AT&T should result in those two companies being treated as affiliates where both are fiber-based collocators in a single central office.</p> <p>The mixed factual, policy, and legal questions that have arisen regarding BellSouth's identification of non-impaired wire centers should be resolved in this proceeding. The Commission's resolution of the disputed issues in this proceeding will have a significant impact on how BellSouth goes about identifying non-impaired wire centers in the future.</p>

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		<p>made will remain available as UNEs for 90 days after the effective date of the non-impairment designation. This 90 day period is referred to as the “subsequent transition period.” No later than 40 days from effective date of the non-impairment designation, affected CLECs must submit spreadsheets identifying their embedded base UNEs to be converted to alternative BellSouth services or to be disconnected. From that date, BellSouth will negotiate a project conversion timeline that will ensure completion of the transition activities by the end of the 90 day subsequent transition period.</p> <p>(c) After this Commission confirms that BellSouth has identified the wire centers that satisfy the FCC’s competitive threshold tests, CLECs may no longer self-certify that they are entitled to obtain high capacity loops and transport on an unbundled basis in those wire centers.</p>	<p>Future designations by BellSouth should also be subject to review by the Commission and interested parties. CompSouth witness Joseph Gillan’s direct testimony describes a process BellSouth should be required to follow each year when it seeks to “de-list” additional wire centers for Section 251 impairment purposes. The process described in Mr. Gillan’s testimony gives BellSouth ample opportunity to assert its view that Section 251 unbundling is not required in additional central offices, while requiring that BellSouth provide the Commission and interested parties the underlying data needed to validate BellSouth’s claims regarding non-impairment in particular wire centers.</p> <p>(c) CompSouth’s contract language memorializing the process described in Mr. Gillan’s testimony is included in the CompSouth proposed contract language provided in Exhibit JPG-1 to Mr. Gillan’s testimony.</p>
6	TRRO / FINAL RULES: Are HDSL-capable copper loops the equivalent of DS1 loops for the purpose of evaluating impairment?	For those wire centers identified as meeting the FCC’s impairment thresholds for DS1 loops, BellSouth is relieved of any obligation to provide CLECs with a UNE HDSL loop. While BellSouth only counted each UNE HDSL loop as one line for purposes of evaluating impairment, UNE HDSL loops can and should be counted as 24 business lines.	No. BellSouth is attempting to prevent competitors from creating their <i>own</i> DS1 loops to serve customers in wire centers where BellSouth is not required to provide a DS1 loop at TELRIC-based rates. The FCC did not equate DS1 loops and HDSL-capable copper loops for purposes of determining what loops are available where there is

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			<p>non-impairment under Section 251. The FCC recognized that competitors could use what is called an “HDSL-capable” loop to provide DS1-level services, even in those wire centers where BellSouth is not required to offer DS1s themselves. (An HDSL-capable loop is a type of “dry loop” that a competitor could use to offer DS1-level service by adding its own electronics). BellSouth is claiming that it is <i>also</i> not required to provide HDSL-capable loops wherever it no longer offers a DS1, even though the FCC specifically stated that CLECs <i>could</i> use HDSL loops to offer service in such circumstances. BellSouth’s position on this point would improperly deny CLECs the ability to add their own electronics to dry copper loops and create alternative voice/data services to small business customers in areas where Section 251 DS1 loops are no longer available.</p> <p>In the count of “business lines” that is part of the FCC’s methodology for determining impairment under Section 251, HDSL-capable copper loops should only be counted to the extent that each such loop meets the definition of “business line.” BellSouth contends that it has the right to count each HDSL-capable copper loop as 24 business lines (by grossing up the potential DS1 capacity that could be added to such a loop to the maximum carrying capacity of a DS1 loop). BellSouth did not count HDSL-capable copper loops this way in the count of</p>

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			“business lines” now before the Commission, and CompSouth believes BellSouth got it right by <i>not</i> counting each HDSL-capable dry copper loops as 24 business lines. BellSouth should not be permitted to assert its overly expansive view of how to count HDSL-capable copper loops in future business line counts.
8	<p>TRRO / FINAL RULES:</p> <p>(a) Does the Commission have the authority to require BellSouth to include in its interconnection agreements entered into pursuant to Section 252, network elements under either state law, or pursuant to Section 271 or any other federal law other than Section 251?</p> <p>(b) If the answer to part (a) is affirmative in any respect, does the Authority have the authority to establish rates for such elements?</p> <p>(c) If the answer to part (a) or (b) is affirmative in any respect, (i) what language, if any, should be included in the ICA with regard to the</p>	<p>(a), (b), and (c). State commissions do not have authority to require BellSouth to include in Section 252 interconnecton agreements any element not required by Section 251; accordingly, this Commission has no authority to set rates, or impose terms or conditions for network elements offered pursuant to Section 271; nor may the Commission require the inclusion of such elements in Section 252 agreements.</p>	<p>(a) Yes, the Commission has authority to require BellSouth to include in its Section 252 ICAs the availability and price of network elements under Section 271. CompSouth also believes that the Commission has authority to include network elements in ICAs pursuant to state law authority, but is not requesting the Commission exercise such authority in this proceeding. Rather, CompSouth requests that the Commission approve its proposed contract language that includes rates, terms, and conditions for Section 271 as well as Section 251 network elements.</p> <p>Section 251 and Section 271 both point to the Section 252 state commission negotiation and arbitration process as the vehicle for establishing contract terms for ILEC unbundling obligations. Under Section 251, all ILECs must provide access to unbundled network elements at TELRIC rates unless there is a finding of non-impairment for a particular network element. Section 251 contemplates that the</p>

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	<p>rates for such elements, and (ii) what language, if any, should be included in the ICA with regard to the terms and conditions for such elements?</p>		<p>ICA terms for such network elements will be established pursuant to the Section 252 state commission approval process. Under Section 271, Bell Operating Companies (“BOCs”) that want to establish or maintain the right to provide interLATA long distance services (a group that includes BellSouth) must provide access to unbundled network elements listed on the Section 271 checklist at just and reasonable rates. Section 271 contemplates that BOC compliance with the competitive checklist requires that the checklist items are included in ICAs established pursuant to the Section 252 state commission approval process. The federal statute itself points to the Section 252 process as the means to implement BellSouth’s Section 271 unbundling obligations. In the TRO, the FCC emphasized that Section 271 unbundling obligations are independent of and in addition to Section 251 unbundling obligations. The forum for establishing the rates, terms, and conditions of BellSouth’s independent Section 271 unbundling obligations is the state commission ICA arbitration and approval process established in Section 252.</p> <p>(b) Yes, the Commission has authority to set rates for Section 271 network elements. The federal Act requires that Section 271 network elements be reflected in ICAs approved pursuant to Section 252. The Section 252 process includes state commission review and approval of ICAs. Just as state</p>

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			<p>commissions arbitrate and approve TELRIC rates for Section 251 network element unbundling in the Section 252 process, state commissions have authority to arbitrate and approve just and reasonable rates for Section 271 checklist network elements unbundling. State commissions do not have authority to revoke BellSouth's Section 271 authority for failure to continue meeting the competitive checklist; that enforcement role is assigned to the FCC. State commissions do play a role – as required by the terms of Section 271 itself – in ensuring the non-discriminatory availability of unbundled elements required by the Section 271 competitive checklist.</p> <p>(c) The rates, terms, and conditions for Section 271 checklist unbundled network elements should be included in BellSouth ICAs along with the rates, terms, and conditions for Section 251 unbundled network elements. The rates for Section 271 elements must meet a “just and reasonable” standard rather than the TELRIC standard applicable to Section 252 unbundled network elements. The terms and conditions for both Section 251 and 271 unbundling must provide for meaningful access to network elements (e.g., ICA terms must prohibit unreasonable restrictions on the way network elements are made available) and must provide that both Section 251 and 271 network elements be available on a non-discriminatory basis.</p>

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			<p>The ICA terms and conditions regarding meaningful access and non-discrimination should be similar for Section 251 and Section 271 network elements, given that BellSouth's obligations related to non-discriminatory access are not substantially different for unbundling under Sections 251 and 271. Pricing terms are governed by different standards and would need to be separately provided for Section 251 and Section 271 unbundled network elements. CompSouth's proposed ICA language provides terms for Section 271 unbundling that ensure meaningful access and non-discrimination. In addition, CompSouth proposes interim rates for Section 271 checklist network elements that should be included in ICAs until the Commission establishes permanent rates for Section 271 elements under the "just and reasonable" standard. The interim rates proposed by CompSouth are above TELRIC, and track the "transition rates" for loops, transport, and switching network elements approved by the FCC in the TRRO.</p>
9	<p>TRRO / FINAL RULES: What conditions, if any, should be imposed on moving, adding, or changing orders to a CLEC's respective embedded bases of switching, high-capacity</p>	<p>CLECs should not be allowed to add new UNE arrangements that have been de-listed, whether new arrangements would result from an order to add services, to move services (which would require a new arrangement at a different location), or to change services (which would require a new arrangement at a different location). BellSouth will provision CLEC</p>	<p>The TRRO included detailed provisions for identifying CLECs' embedded base of Section 251 unbundled switching, high-capacity loops and dedicated transport that is subject to the TRRO's transition provisions. In addition, the U.S. Court of Appeals for the Eleventh Circuit has recently spoken to the issue of the conditions under which CLECs</p>

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	loops and dedicated transport, and what is the appropriate language to implement such conditions, if any?	orders for new high-capacity loops and dedicated transport based upon a CLEC's performance of a reasonably diligent inquiry and "self-certification"; however, CLECs have no legitimate basis to self-certify orders for new services relating to the wire centers that BellSouth has identified as satisfying the FCC's non-impairment tests.	may move, add, or change services to embedded base customers. The ICA language implementing the TRRO on this issue should carefully track the FCC's requirements, taking into account the interpretation of those requirements by the Eleventh Circuit.
10	<p>TRRO/FINAL RULES: What rates, terms, and conditions should govern the transition of existing network elements that BellSouth is no longer obligated to provide as Section 251 UNEs to non-Section 251 network elements and other services and (a) what is the proper treatment for such network elements at the end of the transition period, and (b) what are the appropriate rates, terms, and conditions during such transition period, for unbundled high capacity loops, high capacity transport, and dark fiber transport in and between wire centers that do not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?</p>	<p>BellSouth's position is that this issue addresses de-listed network elements for which there is no transition period or for which the transition period has already ended; including, entrance facilities, enterprise or DS1 level switching, OCN loops and transport, fiber to the home, fiber to the curb, fiber sub-loop feeder, and packet switching. Generally, these elements were addressed by the <i>TRO</i>. Rates, terms and conditions for elements de-listed by the <i>TRRO</i> and which have a designated transition period, including those identified in subpart (b) above, are addressed by BellSouth under Issue 1.</p> <p>Because the FCC eliminated the ILECs' obligation to provide unbundled access to these elements 2 years ago in the <i>TRO</i>, CLECs that still have the rates, terms and conditions for these elements in interconnection agreements have reaped the benefits of unlawful unbundling of these elements for far too long. As such, with the exception of entrance facilities (which BellSouth is allowing CLECs to transition with their embedded base and excess dedicated transport), BellSouth should be authorized in the terms of the interconnection agreement, to disconnect or convert such arrangements upon 30 days</p>	<p>Transitional price increases were established by the FCC for network elements that are no longer available under Section 251 at the following levels: for loop and transport elements, the transitional increase is 15%, while local switching rates were increased by \$1 per month. During the transition period, which runs from March 11, 2005 to March 10, 2006, transition pricing applies to Section 251 network elements. CLECs may still order allegedly de-listed UNEs in wire centers designated as non-impaired by BellSouth pursuant to the "self-certification" process described in TRRO para. 234. The TRRO contains provisions for true-ups back to the March 11, 2005 effective date of the TRRO in some limited circumstances. CompSouth's proposed contract language includes provisions for ordering different arrangements (including Section 271 checklist network elements) that will substitute for de-listed Section 251 UNEs. CompSouth is committed to an orderly transition of circuits to alternative arrangements, but are opposed to BellSouth's efforts to limit the application of the FCC-mandated transition rates by forcing CLECs onto higher-priced arrangements before the completion of the transition period.</p>

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		<p>written notice absent a CLEC order to disconnect or convert such arrangements. BellSouth should also be permitted to impose applicable nonrecurring charges.</p>	<p>For future designations of wire centers, CompSouth has proposed a process that BellSouth may utilize on an annual basis to identify additional wire centers it believes have satisfied the FCC's non-impairment standards. This process would require BellSouth to provide back-up data supporting its claims, and would permit review of such data by the Commission and interested parties. After such process is completed and final designations approved, CLECs should be provided a reasonable amount of time (for example, a minimum of 30 business days) to effect transitions off Section 251 UNEs no longer available in one of the designated wire centers.</p> <p>For those existing UNEs that BellSouth is not obligated to provide under Section 251, but which are not subject to the TRRO transition period (e.g., DS1 capacity and above "enterprise" Local Switching de-listed under Section 251 by the TRO), BellSouth should provide notice to a CLEc identifying specific service arrangements (by circuit identification number) that it no longer is obligated to provide and that the CLEC must disconnect or convert to other service arrangements. The CLEC may transition from these UNEs to other available UNEs, wholesale facilities provided by BellSouth, wholesale facilities obtained from other carriers or self-provisioned facilities. The CLEC should acknowledge receipt of such notice and will have thirty (30) days from the date of such notice to verify the list, notify BellSouth of initial disputes or concerns regarding such list, or select alternative service arrangements (or</p>

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			<p>disconnection). If the CLEC fails to submit disputes or orders to disconnect or convert such TRO de-listed UNEs within such 30 day period, BellSouth may transition such circuits to the equivalent tariffed BellSouth service.</p> <p>For those service arrangements or services that BellSouth is not required to provide as Section 251 elements, there will be no service order, labor, disconnection, project management or other nonrecurring charges associated with the conversion and the conversion shall take place in a seamless manner without any customer disruptions or adverse affects to service quality. If CLEC chooses to convert DS1 or DS3 Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within the CLEC's total special access circuits and apply discounts for which CLEC is eligible.</p>
11	<p>TRRO / FINAL RULES: What rates, terms and conditions, if any, should apply to UNEs that are not converted on or before March 11, 2006, and what impact, if any, should the conduct of the parties have upon the determination of the applicable rates, terms and conditions that apply in such circumstances?</p>	<p>The <i>TRRO</i> makes clear that CLECs must transition their entire embedded base of switching and high capacity loops and transport by 3/10/06, and not after that date. To accomplish this, BellSouth needs CLECs to timely provide it with information concerning their plans for these services. BellSouth is asking CLECs to identify their embedded base UNE-Ps by 10/1/05 or as soon as possible and to submit orders to disconnect or convert the embedded base in a timely manner so as to complete the transition process by 3/10/06. If CLECs fail to submit orders in a timely manner, BellSouth should be permitted to identify all such remaining embedded base UNE-P</p>	<p>The TRRO provides that until March 11, 2006, CLECs have a right to pay no more than the FCC's transition rates for Section 251 network elements subject to non-impairment findings. BellSouth may not force CLECs into paying higher rates prior to the end of the transition period. Both CompSouth and BellSouth desire an orderly process for those Section 251 network elements making a transition to a new service arrangement (including transitions to Section 271 network elements, tariffed special access services, or non-BellSouth facilities). The process for making such transitions should not, however, result in CLECs being denied transition pricing</p>

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		<p>lines and convert them to the equivalent resold services no later than 3/10/06, subject to applicable disconnect charges and the full nonrecurring charges in BellSouth's tariffs. Absent a commercial agreement for switching, this Commission should allow BellSouth to disconnect any stand alone switching ports which remain in place on 3/11/06.</p> <p>For high capacity loops and dedicated transport, BellSouth is requesting CLECs submit spreadsheets by 12/9/05 or as soon as possible to identify and designate transition plans for their embedded base of these de-listed UNEs. If CLECs fail to submit such spreadsheets, BellSouth should be permitted to identify such elements and transition such circuits to corresponding BellSouth tariffed services no later than 3/10/06, subject to applicable disconnect charges and full nonrecurring charges in BellSouth's tariffs.</p> <p>For dark fiber, BellSouth is requesting that CLECs submit spreadsheets to identify and designate plans for their embedded base dark fiber loops and de-listed dark fiber transport to transition to other BellSouth services or be disconnected by 6/10/06. If a CLEC fails to submit such spreadsheets, BellSouth should be allowed to identify all such remaining embedded dark fiber loops and/or de-listed dark fiber dedicated transport and transition such circuits to the corresponding BellSouth tariffed services no later than 9/10/06, subject to applicable disconnect</p>	<p>during the FCC's mandated transition period.</p> <p>The identification of network elements subject to the transition is complicated by the ongoing disputes between the parties regarding the proper designation of wire centers where the FCC has authorized non-impairment findings. In those wire centers that are in dispute between CompSouth and BellSouth, the Commission's resolution of the dispute will determine whether the high capacity loop and dedicated transport Section 251 UNEs in those wire centers are subject to a transition at all. CLECs should not be forced off Section 251 UNE arrangements in such situations prior to the Commission's resolution of the issues in this proceeding, or, if such transitions do occur they should be subject to correction at no additional cost to the CLEC.</p>

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		charges and full nonrecurring charges set forth in BellSouth's tariffs.	
13	TRRO / FINAL RULES: Should network elements de-listed under section 251(c) (3) be removed from the SQM/PMAP/SEEM?	<p>Elements that are no longer required to be unbundled pursuant to Section 251(c)(3) ("de-listed elements") should not be subject to the measurements of a SQM/PMAP/SEEM plan. The purpose of establishing and maintaining a SQM/PMAP/SEEM plan is to ensure that BellSouth provides nondiscriminatory access to elements required to be unbundled under Section 251(c)(3), and if BellSouth fails to meet such measurements, it must pay the CLEC and/or the state a monetary penalty. Section 251(c)(3) elements are those elements which the FCC has determined are necessary for CLECs to provide local service and without access to the ILEC's network on an unbundled basis, the CLEC would be impaired in its ability to do so.</p> <p>With a no-impairment designation, the FCC found that CLECs were able to economically self-provision or purchase similar services from other providers. These other providers are not required to perform under a SQM/PMAP/SEEM plan. To continue to impose upon BellSouth a performance measurement, and/or performance penalty, on competitive, commercial offerings is discriminatory and anticompetitive. When elements are "de-listed", the ILEC will most likely provide a wholesale service</p>	<p>No, to the extent such network elements are still required pursuant to Section 271. The SQM/PMAP/SEEM performance measurements were instituted to confirm BellSouth's compliance with its Section 271 obligations. When switching, loop, and transport network elements are no longer available under Section 251, BellSouth still must provide meaningful, non-discriminatory access to such network elements pursuant to the Section 271 competitive checklist. It is not compliance with Section 251 obligations that SQM/PMAP/SEEM are designed to measure; it is compliance with Section 271 obligations – including the provision of unbundled elements required even after a finding of no impairment under Section 251. The justification for performance measurement plans in Section 271 proceedings was to ensure there was no "backsliding" by BOCs on their promises to maintain open local telecommunications markets. The need for preventing backsliding does not change simply because the section of the federal Act under which unbundling occurs changes. The Section 271 checklist items that must be unbundled should remain subject to SQM/PMAP/SEEM.</p>

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		similar to such element pursuant to a commercially negotiated agreement or tariffed service with specific terms and conditions relating to the provision of such service. There is no parity obligation for Section 271 elements. Consequently, it is neither necessary nor appropriate to compare BellSouth's performance for such elements provided to CLECs to BellSouth's retail performance, and it certainly is not appropriate for BellSouth to be subject to any SAM/SEEM penalties for Section 271 elements.	
14	TRO - COMMINGLING: What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in Interconnection Agreements to implement commingling (including rates)?	BellSouth is willing to include the FCC's definition of commingling in its Section 252 agreements. Commingling is properly interpreted to include the combining of Section 251 UNEs with the ILEC's resale services and switched and special access services. Section 252 agreements should also include language that BellSouth has no obligation to combine Section 251 UNEs with Section 271 checklist items, which is clear from the FCC's <i>Supplemental Order Clarification, the Triennial Review Order</i> , and the statutory language in the Act (the Act makes clear that checklist items under Section 271 are to be provided "unbundled ... from other services"). Additionally, the rate for multiplexing equipment should always be associated with the higher bandwidth service that is being channelized into lower bandwidth increments.	Commingling is one of the most important issues in this proceeding to CLECs operating in the small business market in Georgia. The mixed voice/data services offered by CLECs using unbundled DS1 loops often rely on the connecting of loop and dedicated transport Section 251 UNEs. When both network elements are provided under Section 251, the FCC's "combinations" rules apply. When one of the connected network elements is no longer available under Section 251 (e.g., a de-listed dedicated transport route in a wire center qualifying as non-impaired), the connecting of the network elements is known as "commingling." As more network elements become unavailable under Section 251, commingling rights become extremely important to CLECs in the small business market. The FCC authorized commingling in the TRO in

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			<p>2003. In the final version of the TRO (after conflicting provisions on this topic had been eliminated by the FCC's Errata filing), the FCC required that ILECs "permit commingling of UNEs and UNE combinations with other wholesale facilities and services." TRO para. 584. As written, the FCC's ruling permits Section 251 UNEs to be commingled with any "wholesale facilities and services," which includes elements unbundled pursuant to Section 271, tariffed services offered by BellSouth, and resold services. BellSouth contends that the term "other wholesale facilities and services" does not include network elements unbundled pursuant to the Section 271 competitive checklist. BellSouth's argument is contrary to the language in the TRO, and relies only on language that the FCC <i>removed</i> in its Errata to the TRO. CompSouth urges the Commission to review the FCC's orders as they are written and affirm that commingling does not exclude "wholesale facilities and services" offered pursuant to the Section 271 competitive checklist.</p>
15	<p>TRO - CONVERSIONS: Is BellSouth required to provide conversion of special access circuits to UNE pricing, and, if so, at what rates, terms and conditions and during what</p>	<p>BellSouth will convert special access services to UNE pricing, subject to the FCC's service eligibility requirements and limitations on high-cap EELs, once a CLEC's contract has these terms incorporated in its contract. BellSouth will also convert UNE circuits to special access services. Special access to UNE conversions should be considered termination of any</p>	<p>Yes, BellSouth is required to provide conversion of special access circuits to UNE pricing. In the TRO, the FCC required that ILECs provide straightforward procedures for conversion of various wholesale services (including tariffed special access service) to the equivalent unbundled network element or combination of network</p>

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	timeframe should such new requests for such conversions be effectuated?	applicable volume and term tariffed discount plan or grandfathered arrangements. The applicable rate for single loop conversions in Georgia is \$25.06 and \$26.55 for a project consisting of 15 or more loops submitted on a single spreadsheet. In addition, the Commission ordered a rate of \$5.70 applies for EEL conversions and, until new rates are issued, BellSouth proposes \$5.70 for EEL conversions and interoffice transport facility conversions. If physical changes to the circuit are required, the activity should not be considered a conversion and the full nonrecurring and installation charges should apply.	elements. CompSouth's proposed contract language provides that BellSouth will charge the applicable Commission-approved, TELRIC-compliant nonrecurring "switch-as-is" rates for conversions. Any rate change resulting from the conversion would be effective as of the next billing cycle following BellSouth's receipt of a conversion request from CLEC. CompSouth's proposal also provides that a conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between a CLEC and BellSouth, and that any change from a wholesale service to a network element that requires a physical rearrangement will not be considered to be a conversion for purposes of the ICA.
16	TRO – CONVERSIONS: What are the appropriate rates, terms, conditions and effective dates, if any, for conversion requests that were pending on the effective date of the TRO?	The contract language contained in a CLEC's interconnection agreement at the time the <i>TRO</i> became effective governs the appropriate rates, terms, conditions and effective dates for conversion requests that were pending on the effective date of the <i>TRO</i> . Conversion rights, rates, terms, and conditions are not retroactive and become effective once an interconnection agreement is amended.	The FCC provided rules for conversions in the TRO in 2003. Conversions pending on the effective date of the TRO should be handled using conversion provisions set forth in the amended ICAs. (CompSouth's proposed conversion provisions are described above regarding Issue 14.) This approach gives CLECs the benefit of conversion policies adopted by the FCC long ago but not implemented by BellSouth until the newly amended ICAs are effective.
17	TRO – LINE SHARING: Is BellSouth obligated pursuant to the	BellSouth is not obligated to provide new line sharing arrangements after October 1, 2004. <i>See TRO</i> , ¶¶ 199, 260, 261, 262, 264, and 265. In the absence of	Yes. Line Sharing is the process by which a CLEC provides digital subscriber line "xDSL" service over the same copper loop that BellSouth uses to provide

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	Telecommunications Act of 1996 and FCC Orders to provide line sharing to new CLEC customers after October 1, 2004?	ILEC provided line sharing, CLECs have numerous options available for serving the broadband needs of their respective end-user customers that create better competitive incentives. For example, CLECs can 1) utilize line splitting, 2) purchase the entire loop facility, 3) provision the end-user customer with Integrated Services Digital Network (“ISDN”) Digital Subscriber Line (“IDSL”) service, 4) partner with a cable broadband provider to provide cable modem broadband service, 5) purchase BellSouth’s tariff wholesale DSL offering 6) provision the end-user with a dedicated or shared T1, 7) deploy a fixed wireless broadband technology, 8) partner with a satellite broadband provider and finally, 9) build their own loop facilities or lease loop facilities from a third party. There is no Section 271 line sharing obligation, and, even if such an obligation existed (and it does not), the FCC has forbore from applying it to BellSouth.	retail voice service, with BellSouth using the low frequency portion of the loop and CLEC using the high frequency spectrum of the loop. BellSouth is required to provide line sharing pursuant to Section 271 of the federal Act. Line sharing is a loop transmission facility that must be provided by BellSouth pursuant to the Section 271 competitive checklist (checklist item 4). BellSouth acknowledges that if line sharing constitutes a Section 271 checklist loop facility, that BellSouth has an obligation to provide line sharing under Section 271 even if it has no further obligations under Section 251. BellSouth disputes, however, that line sharing is required by the Section 271 checklist. This assertion by BellSouth lacks credibility: when it was seeking long distance authority under Section 271, BellSouth asserted that the availability of line sharing provided important evidence that BellSouth was meeting its checklist item 4 obligations. Moreover, in every FCC Order granting 271 authority line sharing was treated as a checklist 4 element. Now that it wants to be rid of line sharing obligations, BellSouth reverses course and attempts to delete line sharing from the competitive checklist.
18	TRO – LINE SHARING – TRANSITION: If the answer to foregoing issue is	The FCC’s line sharing transition language is appropriate. Per the <i>TRO</i> , as of October 1, 2004, BellSouth was no longer obligated to provide new	If BellSouth is not obligated to provide line sharing arrangements to new CLEC customers after October 1, 2004 (<i>i.e.</i> , if line sharing is not required under

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	negative, what is the appropriate language for transitioning off a CLEC's existing line sharing arrangements?	line sharing arrangements (although CLECs have continued to request such arrangements and BellSouth has provided such arrangements pursuant to the existing interconnection agreement language that has not yet been appropriately amended). For any line sharing arrangements that were placed in service after October 1, 2004, the CLEC should be required to pay the full stand-alone loop rate for such arrangements. Per the FCC's line sharing transition plan, for all new line sharing arrangements provided to CLECs between October 2, 2003 (the effective date of the TRO) and October 1, 2004, the recurring rate should increase to 25 percent of the recurring rates for the zone-specific stand-alone copper loop until October 1, 2004; effective October 1, 2004, the recurring charge should increase to 50 percent of the recurring rate for the zone-specific stand-alone copper loop until October 1, 2005; and, effective October 1, 2005, the recurring charge should increase to 75 percent of the recurring rate for the zone-specific stand-alone loop until October 1, 2006. At the end of the transition period (October 1, 2006), BellSouth is not obligated to continue providing the line sharing arrangements put in place between October 2, 2003 and October 1, 2004, nor is BellSouth obligated to provide any new line sharing arrangements; however, CLECs can purchase stand-alone loops at the rates in their interconnection agreements.	checklist item 4 of the Section 271 competitive checklist), the amended ICA should include provisions for transitioning customers off Section 251 line sharing arrangements as contemplated by the TRO. CompSouth's proposed contract language provides that line sharing arrangements in service as of October 1, 2003, under prior ICAs between BellSouth and CLECs, will be grandfathered until the earlier of the date the end user customer discontinues or moves xDSL service with a CLEC. Any line sharing arrangements placed in service between October 2, 2003 and October 1, 2004, and not otherwise terminated, would terminate on October 2, 2006 under CompSouth's proposed contract language.

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19	TRO – LINE SPLITTING: What is the appropriate ICA language to implement BellSouth’s obligations with regard to line splitting?	BellSouth’s line splitting obligations are limited to when a CLEC purchases a standalone loop from BellSouth and the CLEC provides its own splitter. BellSouth’s contract language provides for line splitting over an Unbundled Network Element-Loop (“UNE-L”), and for a limited time, with Unbundled Network Element-Platform (“UNE-P”) arrangements. BellSouth’s language involves a CLEC purchasing a stand-alone loop (the whole loop), providing its own splitter in its central office leased collocation space, and then sharing the high frequency portion of the loop with a second CLEC.	There are three issues in dispute in the competing contract language on line splitting: (1) the availability of line splitting to the UNE-P “embedded base;” (2) BellSouth’s obligations when BellSouth chooses to control the splitter; and (3) BellSouth’s obligations to “make all necessary network modifications” to its OSS to facilitate line splitting. BellSouth’s requests that the Commission find that BellSouth’s line splitting obligations are limited to when a CLEC purchases a stand-alone loop and provides its own splitter and that BellSouth has no obligation to provide line splitting under any other service arrangement. BellSouth’s position is inconsistent with its legal obligations under the FCC’s TRO and TRRO, which are reflected in the FCC’s rules. BellSouth’s legal obligations include the provision of line splitting to the UNE-P “embedded base”; compatible splitter functionality (when BellSouth retains control of a splitter); and an obligation make OSS modifications to facilitate line splitting.
20	b) Do the FCC’s rules for sub loops for multi-unit premises limit CLEC access to copper facilities only or do they also include access to fiber facilities? c) What are the suitable points of		No position is taken at this time regarding subparts (b) and (c).

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	access for sub-loops for multi-unit premises?		
22	TRO – CALL-RELATED DATABASES: What is the appropriate ICA language, if any, to address access to call related databases?	BellSouth’s proposed language recognizes that its obligation to provide unbundled access to call-related databases is limited to the time in which it is obligated to provide unbundled access to local switching. Call related databases will no longer be available on an unbundled, Total Element Long Run Incremental Cost (“TELRIC”) priced basis after March 10, 2006. After March 10, 2006, CLECs may purchase access to call related databases pursuant to BellSouth’s tariffs or a separate commercially negotiated agreement.	<p>Call-related databases are included in the Section 271 competitive checklist. Checklist item 10 requires BellSouth to provide “[n]ondiscriminatory access to databases and associated signaling necessary for call routing and completion.” 47 U.S.C. Section 271(c)(2)(B)(x). BellSouth therefore must continue to make these databases available at just and reasonable rates, terms, and conditions, for all the reasons discussed above in relation to Issue 7 (regarding Section 271 obligations that continue after Section 251 obligations cease).</p> <p>BellSouth rests its contention that call-related databases should be excluded from ICAs on its general position that Section 271 checklist items should not be included in ICAs. BellSouth contends that because CLECs no longer have access to unbundled switching under Section 251, CLECs have no unbundled access to call-related databases. BellSouth is wrong on both counts: both unbundled switching and call-related databases must continue to be provided to CLECs at just and reasonable rates, terms, and conditions as part of BellSouth’s compliance with the Section 271 competitive checklist. CompSouth’s proposed contract language provides for call-related databases to be provided as part of the TRRO transition, and then be made</p>

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			available after the transition period in conjunction with Section 271 unbundled switching offerings.
23	<p>TRO – GREENFIELD AREAS: a) What is the appropriate definition of minimum point of entry (“MPOE”)? b) What is the appropriate language to implement BellSouth’s obligation, if any, to offer unbundled access to newly-deployed or ‘greenfield’ fiber loops, including fiber loops deployed to the minimum point of entry (“MPOE”) of a multiple dwelling unit that is predominantly residential, and what, if any, impact does the ownership of the inside wiring from the MPOE to each end user have on this obligation?</p>	<p>(a) The FCC has defined MPOE as “either the closest practicable point to where the wiring crosses a property line or the closest practicable point to where the wiring enters a multiunit building or buildings.” 47 C.F.R. 68.105(b). Consequently, in cases where the property owner has elected the use of MPOE, the MPOE is effectively the demarcation point between the inside wiring facilities at the multiple dwelling unit (“MDU”) and BellSouth’s loop facilities. Regardless of whether the ILEC owns or controls the inside wire beyond the demarcation point in an MDU, when the fiber portion of a loop extends to an MDU and that fiber connects to in-building copper cable facilities owned or controlled by an ILEC, the ILEC has no obligation to unbundle the fiber portion of the loop.</p> <p>(b) Greenfield fiber loops are part of newly-constructed fiber optic cable facilities to residential or business areas (areas that have never had existing copper facilities). BellSouth has no obligation to provide CLECs with unbundled access to newly-deployed or “Greenfield” fiber loops.</p>	<p>In the TRO (and subsequent Orders), the FCC adopted reduced unbundling obligations for a variety of “broadband facilities,” specifically “fiber to the home” (FTTH), “fiber to the curb” (FTTC) and “fiber to the predominantly residential multi-dwelling unit” (MDU). CompSouth recognizes the exclusions from unbundling granted by the FCC in its Orders, and does not have disputes related to the MPOE definition or the ownership of inside wiring from the MPOE to end users.</p> <p>The central point of contention between BellSouth and CompSouth on this issue involves BellSouth’s attempt to extend the application of these reduced “greenfield” unbundling obligations beyond what the FCC intended. There is a critical <i>limiting</i> factor in the FCC’s broadband exclusions from loop unbundling. That is, the predicate to BellSouth’s reduced unbundling obligations for these network architectures is that the loops are used to serve <i>mass market customers</i>. BellSouth was not granted a total exception to its loop unbundling obligations for all fiber and hybrid loops; rather, the FCC’s broadband exclusions were specifically limited to circumstances where these loops are used to serve mass market customers.</p>

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			<p>BellSouth remains obligated to provide access to carriers serving enterprise customers, even where the CLEC could not gain access to the loop facility to serve a mass market customer. When a CLEC requests a DS1 loop, by definition the customer it is seeking to serve is considered an enterprise (and not mass market) customer. For instance, in the <i>TRO</i>, the FCC distinguished enterprise business customers from the mass market, noting:</p> <p>“All other business customers – whom we characterize as the enterprise market – typically purchase high-capacity loops, such as DS1, DS3, and OCn capacity loops. We address high-capacity loops provisioned to these customers as part of our enterprise market analysis.” (<i>TRO</i> para. 209)</p> <p>Thus, whenever a CLEC requests a DS1 loop to serve a customer, that request itself means that the customer is (or is becoming) a member of the enterprise market and BellSouth must comply with loop unbundling requirements as defined for that market.</p>
24	TRO – HYBRID LOOPS: What is the appropriate ICA language to implement BellSouth’s obligation to	BellSouth’s sole obligation to provide access to hybrid loops is limited to a requirement to provide access to the time division multiplexing features of a hybrid loop, where continued access to existing	The only “limitation” on BellSouth’s unbundling obligations with respect to fiber/copper hybrid loops is that BellSouth need not provide access to the packet-based capability in the loop. This limitation,

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	provide unbundled access to hybrid loops?	copper is required by the FCC.	however, should not affect CLECs' ability to obtain access to DS1 (and DS3) loops. The FCC made clear that BellSouth must still provide DS1 and DS3 loops on such facilities. In the hybrid loop unbundling portion of the TRO, the FCC emphasized that the unbundling limitations on hybrid loops do "not eliminate the existing rights competitive LECs have to obtain unbundled access to hybrid loops capable of providing DS1 and DS3 service to customers." (TRO para. 294) In addition, the FCC's policies are premised on the understanding that, to the extent that an ILEC deploys a packet-based architecture, the packet-architecture parallels its TDM-network, and would not isolate customers from access to CLEC DS1-based services. As with the "greenfield" provisions discussed regarding Issue 22, the limitations on unbundling of hybrid loops should not be used to deny CLECs access to the DS1 facilities necessary to serve small business customers.
26	TRO – ROUTINE NETWORK MODIFICATION: What is the appropriate ICA language to implement BellSouth's obligation to provide routine network modifications?	BellSouth's "routine network modifications" obligation is limited to the performing of those tasks that BellSouth regularly undertakes for its own customers (including xDSL customers).	The FCC defines routine network modifications as follows: "A routine network modification is an activity that the incumbent LEC regularly undertakes for its own customers." 47 C.F.R. § 51.319(a)(8)(ii)(local loops); § 51.319(E)(5)(ii)(dedicated transport). Under FCC rules, BellSouth is obligated to make routine network modifications ("RNMs") for CLECs where the UNE

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			<p>loop or transport routes have already been constructed. BellSouth acknowledges its obligation to provide RNMs, but opposes language offered by CompSouth that would ensure the new ICA is completely consistent with the FCC's Orders and Rules on RNMs. For example, in BellSouth's "mark-up" of CompSouth's contract language proposal (filed as Exhibit PAT-5 to Ms. Tipton's rebuttal testimony), BellSouth objects to language ensuring RNMs are conducted in a "non-discriminatory" fashion. CompSouth's contract language more faithfully tracks the FCC's RNM rulings, and provides the better alternative on this issue.</p> <p>In addition, there is an issue regarding whether "line conditioning" – which is subject to a separate set of FCC rules – should nevertheless be treated as an RNM. CompSouth's contract language recognizes that line conditioning requirements subject BellSouth to different obligations than RNM requirements. Line conditioning rules were in effect before RNM rules and were specifically re-adopted by the FCC in the TRO. BellSouth attempts to stretch two sentences in the TRO well beyond their context in order to limit line conditioning in ways not contemplated by the FCC. CompSouth's proposed contract language properly treats RNMs as RNMs, but does not attempt to inappropriately subject line conditioning to RNM rules. BellSouth should</p>

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			continue to make Line Conditioning available at the TELRIC rates already approved by the Commission.
27	<p>TRO – ROUTINE NETWORK MODIFICATION: What is the appropriate process for establishing a rate, if any, to allow for the cost of a routine network modification that is not already recovered in Commission-approved recurring or non-recurring rates? What is the appropriate language, if any, to incorporate into the ICAs?</p>	<p>If BellSouth is obligated to perform a routine network modification, then the rate for that activity should be based on TELRIC. If BellSouth is not obligated to perform a particular function, or an activity is not routine (such as removal of load coils on loops longer than 18,000 feet or removal of bridged taps), then the applicable rate should be based on special construction/special assembly tariffs as appropriate.</p>	<p>The FCC’s TRO requires BellSouth perform routine network modifications (“RNMs”) as part of the provisioning of unbundled high capacity loops and dedicated transport. BellSouth does not get to add a charge for a modification that is, by definition, “routine” and accounted for in the rates BellSouth charges for unbundled loops and transport. If BellSouth can show that the RNM is not one for which BellSouth is compensated through its UNE rates, BellSouth may assess a Commission-approved charge for such RNM. CompSouth’s proposed contract language provides that RNMs will be performed as contemplated by the FCC (<i>i.e.</i>, for no charge above the UNE rates), but if BellSouth can demonstrate that its costs are not being recovered, it may ask the Commission to institute a rate for such activity. BellSouth’s proposal goes the opposite direction: it gives BellSouth the discretion to assert that it did not “anticipate” the requested RNM, and allows BellSouth to slow the process for completing RNMs while pricing controversies are addressed. Moreover, BellSouth’s proposal deletes provisions proposed by CompSouth that would prohibit double-recovery of RNM costs by BellSouth. The CompSouth language is more faithful to the letter and intent of the FCC’s RNM rulings, and should be</p>

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			adopted.
28	TRO – FIBER TO THE HOME: What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?	BellSouth has no obligation to provide unbundled access to FTTH and FTTC loops.	The disputes over “fiber to the home” and “fiber to the curb” unbundling issues are addressed above regarding Issue 22. As discussed above, the central point of contention between BellSouth and CompSouth on this issue involves BellSouth’s attempt to extend the application of these reduced “greenfield” unbundling obligations beyond what the FCC intended. The predicate to BellSouth’s reduced unbundling obligations for these network architectures is that the loops are used to serve <i>mass market customers</i> . BellSouth was not granted a total exception to its loop unbundling obligations for all fiber and hybrid loops; rather, the FCC’s broadband exclusions were specifically limited to circumstances where these loops are used to serve mass market customers. BellSouth remains obligated to provide access to carriers serving enterprise customers, even where the CLEC could not gain access to the loop facility to serve a mass market customer. BellSouth’s position is that it can deny unbundling much more extensively than the FCC authorized in the TRO and subsequent Orders. For all reasons stated in CompSouth’s statement on Issue 22, CompSouth’s contract language should be adopted.
29	TRO – EELS AUDITS:	BellSouth’s proposed language allows it to audit	The FCC granted BellSouth a “limited right to audit”

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	<p>What is the appropriate ICA language to implement BellSouth's EEL audit rights, if any, under the TRO?</p>	<p>CLECs on an annual basis to determine compliance with the qualifying service eligibility criteria, and requires BellSouth to obtain and pay for an independent auditor pursuant to American Institute for Certified Public Accountants (AICPA) standards. The auditor determines material compliance or non-compliance. If the auditor determines that CLECs are not in compliance, the CLECs are required to true-up any difference in payments, convert noncompliant circuits and make correct payments on a going-forward basis. Also, CLECs determined by the auditor to have failed to comply with the service eligibility requirements must reimburse the ILEC for the cost of the auditor. BellSouth should not be required to agree to terms that would add delay and expense to audits, such as: a requirement to show cause prior to the commencement of an audit, incorporation of a list of acceptable auditors in interconnection agreements, or a requirement that parties must agree on the auditor. Finally, to the extent that an auditor determines that a CLEC's noncompliance is material in one area, the CLEC would be responsible for the cost of the audit even if each of the other criteria has been met to the auditor's satisfaction.</p>	<p>CLEC compliance with EELs eligibility criteria. This "limited right" is not an open invitation; in addition, the FCC's intention was to grant CLECs "... unimpeded UNE access based upon self-certification, subject to later verification <i>based upon cause</i>." (TRO para. 622, emphasis supplied) Before it can initiate any audit under the FCC's guidelines, BellSouth must have some legitimate and demonstrable cause to question whether particular circuits are in compliance. CompSouth's proposed contract language reflects this scope-limiting "for-cause" auditing standard, as well as the FCC's other rulings on how EELs audits are to be conducted. CompSouth also proposes requiring mutual consent to a specific auditor to ensure that conflicts are vetted and reduce the likelihood of disputes over the auditor.</p> <p>Under the CompSouth proposal, BellSouth would provide the CLECs with proper notification and the basis to BellSouth's assertion that it has good cause to conduct an audit. This would assist CLECs in responding to audit requests, and permit CLECs to review the documentation that forms the basis for the cause alleged. This approach is necessary to implement the FCC's for-cause audit standard, given that undocumented "cause" is no cause at all. Moreover, because it makes relevant documentation available early in the process, the approach proposed by CompSouth would identify potential issues</p>

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			quickly, thus avoiding unnecessary disputes over whether BellSouth may or may not proceed with an audit. By requiring BellSouth to establish the basis for its claimed right to audit up front, it is more likely that BellSouth and the target CLEC will be able to narrow and/or more quickly resolve disputes over whether or not BellSouth has the right to proceed with an EEL audit. Although the <i>TRO</i> did not include a specific notice requirement, this Commission may order such a requirement.
31	ISP Remand Core Forbearance Order: What language should be used to incorporate the FCC's <i>ISP Remand Core Forbearance Order</i> into interconnection agreements?	The Commission should order that BellSouth resolve this issue on a carrier by carrier basis depending on the specific facts that apply to a particular carrier. Specifically, for some CLECs, it may be as simple as removing the growth caps and new markets standard. However, other CLECs have adopted the mirroring rule, in which case alternative terms must be negotiated. Additionally, there may be other CLECs that are not entitled to implement the Core Order based upon the particular language negotiated between the parties in that CLEC's interconnection agreement.	In its 2004 <i>ISP Remand Core Forbearance Order</i> , the FCC removed certain restrictions on CLECs' right to receive reciprocal compensation. The FCC granted forbearance regarding the "new markets" and "growth cap" restrictions imposed by the 2001 <i>ISP Remand Order</i> . The contractual changes to implement this forbearance order may differ slightly among various CLECs' ICAs, but the guiding principle is a simple one: all references to the "new markets" and "growth cap" restrictions should be deleted. Those restrictions may no longer be used to limit CLECs' reciprocal compensation rights, as those rights are provided for under the Act and the portions of the <i>ISP Remand Order</i> that remain in effect.
32	General Issue: How should the	At the end of this proceeding, this Commission should approve specific contractual language that	Unless parties have specifically agreed otherwise, determinations made in this proceeding should be

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	determinations made in this proceeding be incorporated into existing § 252 interconnection agreements?	resolves each disputed issue and which can be promptly executed by the parties, unless mutually agreed to otherwise, so that the FCC's transitional deadlines are met. The FCC's transitional periods for UNE switching and high capacity loops and dedicated transport cannot be extended beyond March 10, 2006. This Commission should also allow BellSouth to incorporate the results of its decision into BellSouth's standard offering, or should approve BellSouth's PAT-1 and PAT-2 as a default for those CLECs that fail to respond to an order requiring the execution of <i>TRO/TRRO</i> ICA language.	incorporated into amendments to BellSouth-CLEC ICAs. Such amendments should be completed and approved by the Commission on a timely basis, subject to any specific agreements or pending proceedings between BellSouth and a particular CLEC. NuVox and Xspedius have an agreement with BellSouth not to amend their existing interconnection agreements to incorporate changes of law stemming from the <i>TRRO</i> .
33	What is the effective date of this agreement?	The agreement should become effective thirty days after execution.	This agreement should become effective on January 27, 2006, the day following the expiration of the parties' previous negotiated agreement.
34	Under what terms and conditions should the parties be allowed to back bill each other?	The period of back billing is limited by the applicable statute of limitations.	Unless ordered or permitted by the Commission, charges incurred under the interconnection agreement are subject to a ninety-day billing limitations period. The Commission may order or permit back billing for a period of up to two years if the billing party demonstrates that the failure to submit a bill within ninety days was the result of circumstances beyond the control of the billing party such as the failure of the billed party or a third party to provide accurate, timely information.
35	Is Momentum obligated to reimburse BellSouth for	BellSouth may require Momentum to reimburse BellSouth for any payments made by BellSouth to	As required by law, Momentum is obligated to pay third party carriers reciprocal compensation or access

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	payments made by BellSouth to third party carriers for terminating calls originated by Momentum?	third party carriers for terminating calls originated by Momentum.	charges, as appropriate, for terminating calls originated by Momentum. Momentum is not, however, obligated to make such payments to BellSouth nor to reimburse BellSouth for payments made by BellSouth to those carriers.
36	Should Momentum be required to waive its right to argue that ambiguity in this agreement should be construed against the drafting party?	Momentum has no such right because the rule of construction referenced by Momentum should not be applied to an interconnection agreement that is arbitration pursuant to Section 252 of the Act.	Under normal rules of construction, ambiguity in a contract may be construed against the party responsible for drafting the contract. Most of the language in this agreement was drafted by BellSouth. Should a dispute arise, Momentum should be able to argue that the normal rules of construction should apply.

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